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### Current Topics.

#### The Law of Property Bill.

THE LAW OF PROPERTY Bill was introduced by the Lord Chancellor in the House of Lords on Tuesday, and was down for second reading on Thursday. But on that day we were informed that the Bill had not been issued, and we are unable to state how far Part I has been altered so as to meet the objections of Lord CAVE and those who are acting with him. It would be difficult, however, to make any change of substance without altering the whole character of the Bill, and possibly it will be found that the changes are rather in the direction of re-arrangement. The test of their value will be whether they make for simplicity.

#### The late Dr. Pawley Bate.

THE SUDDEN DEATH of Dr. PAWLEY BATE at the end of last week came as a shock to his friends and all who were acquainted with his work. Dr. BATE had been Reader in Roman Law to the Council of Legal Education, and was universally esteemed for his great learning, his patriotism, and his high rectitude of public conduct. A brilliant graduate of Cambridge, he commenced life as a Cambridge law coach and in a few years became fellow and lecturer at Trinity Hall, as well as a Reader in the Inns of Court. For some years he divided his life between Cambridge and London, which perhaps accounts for his failure to attain the large practice his abilities so fully deserved. But twenty years ago he came to the parting of the ways. His professional practice had reached dimensions which compelled him to devote himself entirely to London life. So he gave up Cambridge, leaving it with the reputation of perhaps the most brilliant legal teacher she has had of recent years. In London he lectured and practised, wrote learned books and gave constant assistance to public bodies in all matters where public or private International Law were concerned. During the war, he acted as legal adviser on International Law to more than one Government Department, and in 1919 he was nominated as British legal adviser of the League of Nations Council. But last year he found it necessary to give up this appointment, as it would have involved residence in Geneva. Among his writings is a remarkable treatise on the mysterious

doctrine of "*Renvoi*" which explains that complex and subtle rule of the "Conflict of Laws" in a series of formulæ so exact as to be almost mathematical in their rigidity and accuracy. His death at the early age of 63 removes a very distinguished and scholarly member of the Chancery Bar, whose place will not easily be filled.

#### Dr. Bate's Work during the War.

IT HAS BEEN stated above that Dr. PAWLEY BATE assisted the Government throughout the war with his great knowledge of International Law. As a matter of fact, he acted as a sort of unofficial referee in all questions of difficulty. When a point was so difficult or involved that the ordinary legal advisers of the Departments were unwilling to tackle it, Dr. BATE was instructed to report on the point, and prepare a special memorandum covering the ground. Of course, these memoranda are confidential documents, like the opinions of the law-officers, and have never been published; but we do not think we are infringing the terms of the "Official Secrets Acts" by saying that everyone who was privileged to read Dr. BATE's series of memoranda in his official capacity was filled with admiration for their learning, thoroughness, and remarkable sanity. A decided legalist, Dr. BATE is generally understood to have consistently discountenanced any "short-cuts" to the end of the war by breaches of International Law, such as might possibly have tempted the Admiralty and the Ministry of Blockade; and it was largely his love of legality and traditional rectitude in all International affairs, we believe, which led the Government to adopt that wise but cautious policy of conformity—whenever at all practicable—with the very strictest requirements of International Law, which incensed many fiery patriots, but in the long run saved us from embroilment with neutrals. America was at first much aggrieved, as a neutral nation must always be in time of war, with many of our acts on the high seas. Her grievance might easily have become hostility had injudicious advice been given to or followed by the Admiralty. Dr. BATE always advised most judiciously, counselling the adoption of the "correct attitude," even when it was the "longest way round" to the attainment of our aims. The adoption of his advice by those in authority, we believe, conciliated America in many a difficult negotiation. So Dr. BATE might claim to have done his share in winning victory.

#### Courts-Martial and the Irish King's Bench Division.

PROFESSOR DICEY has called attention in his Law of the Constitution to the assertion of the supremacy of the law over the procedure of courts-martial in *Wolfe Tone's Case* (27 St. Tr. 614). The methods employed by the military in the present crisis in Ireland are giving the Irish courts an opportunity of taking the same stand as their predecessors of 1798. So far, of course, as courts-martial act within the law, the courts do not profess to have any control over them. This is a matter for the Government which sets the courts-martial in motion. And in *Burke's Case* in which the Irish King's Bench Division (the Lord Chief Justice, and GIBSON, DODD, GORDON and MOORE, JJ.) delivered judgment on 31st January, it was held that an irregularity in procedure—the refusal to allow the prisoner to cross-examine on statements made by witnesses at an earlier inquiry—did not enable the court to set aside the sentence of death pronounced by the court-martial, though practically, as the course taken by the Government showed, it made it improper to execute the sentence. It was argued, indeed, by ERSKINE in *R. v. Suddis* (1 East, p. 312), that an irregularity in the reception of evidence annulled the decision of the court-martial, and he cited the case of *The Mutineers of the Bounty*. Possibly this is the preferable view. But in fact, as the Lord Chief Justice observed in the present judgment, in the course of an interesting reference to that case, relief was given, not by law, but by the Crown. The result arrived at in *Burke's Case* by the unanimous judgment of the court was that, although the court-martial had given an erroneous decision in point of law, it was a decision *intra vires*, and did not entitle the accused to relief by *habeas corpus*

or *certiorari*. A still more important question is raised in the same court by *Allen's Case*, in which judgment has been reserved, with respect to the right of courts-martial to pronounce the death sentence for bearing arms.

#### The Acceleration of Remainders.

THE DECISION of the Court of Appeal in *Re Conyngham* (*Times*, 16th inst.) affirming the decision of ASTBURY, J. (1920, 2 Ch. 495; 64 SOL. J. 651), deals again with the question of the acceleration of remainders when the immediate estate in real property is either disclaimed or suspended, which was the subject of discussion in these columns not long ago in connection with the decisions of WARRINGTON, J., in *Re Scott* (1911, 2 Ch. 374), and of YOUNGER, J., in *Re Willis* (1917, 1 Ch. 365); see 61 SOL. J., pp. 573 *et seq* and 608 *et seq*. *Re Scott* was a case of legal limitations. Under a will freehold estates went to J for life, remainder to his first and other sons successively in tail male, remainder to W for life, with remainders over. J disclaimed his life estate, having at the time no issue. WARRINGTON, J., held that the life estate of W was not accelerated, but that during the life of J, so long as he had no son, the rents fell into the testator's residuary estate. This was upon the ground that to let the estate in remainder into possession would have the effect of destroying the contingent remainders to sons of J, since the remainder, once fallen into possession, could not afterwards be displaced; see *Carrick v. Errington* (2 P. Wms. 361, 5 Bro. P.C. 391). This decision has not passed without criticism, but it dealt with legal limitations, and its justification, if it could be supported, was on this ground. In *Re Willis* (*supra*) similar limitations under a will were equitable and admitted of more elastic treatment. They were to A for life, remainder to his sons successively in tail, remainder to B and C successively for life, remainders over, with an ultimate limitation to the testator's own right heirs. A was such heir, and he disclaimed his life estate. He had no son. B was dead, and the question was whether the life estate of C was accelerated so as to become the estate in possession. YOUNGER, J., held that this acceleration took place, subject to C's estate being displaced if A had a son. In *Re Conyngham* also the limitations were equitable. Under a will they were to A for life, remainder to A's issue in tail male, remainder to B, remainder to his issue in tail male, remainder to the testator's own right heirs. By a codicil A's life estate was revoked. He had no children, and the question was whether B's estate for life was accelerated, or whether, pending the birth of children to A, the income was undisposed of and went to the heir-at-law, who was A. The Court of Appeal adopted the same view of the elasticity of equitable limitations as prevailed in *Re Willis*, and held that B's estate for life was accelerated and vested in possession, subject to liability to be displaced if the contingent remainder to the issue of A vested. This leaves the question open whether *Re Scott* was correctly decided, or whether a similar result should not follow in the case of legal limitations. WARRINGTON, L.J., referred to the necessity of there being persons always at hand to fulfil the requirements of feudal law. This, of course, is mere antiquarianism which ought to have no effect on beneficial rights. We hope to deal with the matter more fully hereafter.

#### The Rule in Shelley's Case.

IT WAS SUGGESTED when the Law of Property Bill was under discussion last year that among the reforms which ought to be included was the abolition of the Rule in *Shelley's Case*. Possibly it will be found when the Bill is issued in its new form that the suggestion has been adopted, but meanwhile there appear to be still questions on the rule for judicial decision. In *Re Hussey & Green's Contract* (*The Times*, 15th inst.) decided by P. O. LAWRENCE, J., this week a freehold house was devised to W for life and afterwards to his heir-at-law absolutely. Under the rule, where a person A takes an estate of freehold, and in the same instrument an estate is limited by way of remainder to his heirs or heirs in tail, the word "heirs" is a word of limitation

and not of purchase, and A takes an estate in fee simple or in tail, as the case may be. And any expression which imports the whole succession of inheritable blood has the same effect in bringing the rule into operation as the word "heirs": per Lord MACNAGHTEN in *Van Grutten v. Foxwell* (1897, A.C., p. 668). Thus, in a will, where limitations are not construed with the same strictness as in a deed, the word "heir" in the singular will attract the rule (*Blackburn v. Stables*, 2 Ves. & B. 367; *Fuller v. Chamier*, L.R. 2 Eq. 682), provided it is not followed by words of limitation. These make it a word of purchase: *Archer's Case* (1 Co. Rep. 466). The heir is then treated as the origin of a new stock and he takes as *persona designata*. But suppose, although there are no words of limitation following the gift to the heir, the testator gives the remainder to him absolutely, as in the present case; is this equivalent to a gift to the heir and his heirs, so as to make him take by purchase? The point is really an open one, since the word "absolutely" has no technical effect as a word of limitation. But P. O. LAWRENCE J., held, that, for this purpose, it is equivalent to the words "heirs and assigns"; hence the devise in the will fell within the exception established by *Archer's Case*, and W took a life estate and not a fee simple.

### An Issue in Jury Practice.

A VERY INTERESTING point in jury practice cropped up at the Old Bailey last week. Two prisoners, a man and a woman, were jointly indicted for a felony. Mr. CURTIS BENNETT, who defended for both prisoners, challenged the only woman on the jury, who was replaced by a man. The trial judge pointed out that, while the male prisoner might prefer a male jury, the female prisoner might prefer a female jury; so that it was not possible in that case to satisfy both parties. Mr. CURTIS BENNETT explained that both prisoners wanted a male jury, and the judgment of the accused was apparently justified by the result—for both were in fact acquitted. But, in some future case, where two prisoners sever their defences, the difficulty may arise. It may occur not only where two prisoners, jointly indicted, consist of a man and a woman, but even where they consist of two men or two women—for each prisoner might have a different preference. In such a case, if it arises, what is the judge to do? Obviously, in the case of felony, where a certain right of challenge exists, prisoner A might challenge every woman on the jury until the jury consists wholly of men, whereupon prisoner B might proceed to challenge every man on the jury until it consisted solely of women. The result would be that the prisoner who was arraigned last would be in the superior position as regards challenges, and could secure a jury according to his or her preference. In the case of misdemeanour, where there is no challenge as of right but only "for cause," a still more difficult problem obviously arises. It seems clear that in such a case the judge would have to exercise his power of ordering each prisoner to be indicted and tried separately; and no doubt such a plan would be followed in practice.

### Presumption of Divorce.

WHENEVER on the authorities and on principle a point is open to argument, it is natural to regret a decision which appears to prefer the narrower and more obscurantist of two views of the law. Such a decision, in our humble judgment, is that of the Court of Criminal Appeal in *R. v. Thomas Allsopp Wheat*, and *R. v. Maria Stocks* (Times, 15th inst.). In this case the appellants were convicted at Derby Assizes for bigamy and "abetting bigamy" respectively, the offence being purely technical, and sentenced to the nominal punishment of one day's imprisonment. The male prisoner had taken legal proceedings to divorce his wife, and received a letter from his solicitor which, in his ignorance of law, he construed as meaning that an undefended decree had been obtained. He therefore married again. There was no doubt of the *bona fides* of his belief that he was divorced; the jury expressly found that he had married a second time in the *bona fide* belief that his first wife had been divorced, but the trial

judge ruled that this was no defence and directed them to find a verdict of "guilty." Of course, the statutory plea which creates a presumption of death where the parties have not seen or heard of each other for seven years has no application to a case of this kind; there is no similar statutory presumption of divorce. But surely bigamy, like other indictable offences, requires *mens rea*, or criminal intent: *R. v. Tolson* (23 Q.B.D. 168). And, surely, it is not enough to say, as the Court of Criminal Appeal has done, that the intent to go through a ceremony of marriage without having ascertained for certain that one is divorced, is sufficient *mens rea* to satisfy the indictment. It was open to the Court of Criminal Appeal to find that persons who do an otherwise criminal act in ignorance of the facts, or in ignorance of the law, have not the necessary criminal intent to create a criminal offence, at any rate where the act is only *malum quia prohibitum*, and not *malum in se*. The failure of the court to adopt this just, simple, and perfectly workable rule must be regarded as a blunder in the development of our jurisprudence. No doubt, when it has time, the Legislature can correct this blunder; but the courts should not have rendered this necessary.

### Hamilton as an Advocate.

IN OUR RECENT series of articles on "General SMUTS' theory of the British Constitution," reference was made, time and again, to the name of that great American statesman, ALEXANDER HAMILTON, who has long been recognised as the real founder of the present American Constitution. It is worth while noticing in passing that HAMILTON was not only a great statesman and a successful soldier, but one of the very greatest advocates ever produced by the Bar of America. A West Indian by birth, born in 1759, HAMILTON fought throughout the War of Independence with great distinction, and in 1783, at the age of four-and-twenty, commenced practice in the State of New York. He won immediately conspicuous success. No doubt the fact that he was already, next to WASHINGTON and JEFFERSON, the foremost statesman in his adopted country, helped to bring him a shower of briefs from the moment he abandoned the tunic of the soldier for the robe of the lawyer. His only effective rival was that eccentric and daring adventurer, like himself a precocious soldier and politician, the famous AARON BURR, who was destined finally to finish HAMILTON's career, and irretrievably ruin his own, by slaying HAMILTON in a duel. These men divided between them the practice of the New York Bar. They were briefed against each other in every leading case. In many ways, indeed, their position may be compared to that of BROUGHAM and COPLEY, better known as Lord LYNDEHURST, at a famous period of the English Bar.

### Hamilton's Greatest Cases.

HAMILTON had in a high degree the courage of the true advocate. He was just as ready to appear for an unpopular client in a hated cause as to appear on the side beloved of the mob—no mean test of forensic courage. His earliest cases at the New York Bar were largely on behalf of a most unpopular body of men, loyalists who had been the victim of outrages and maltreatment at the hands of the patriots, now successful, or English creditors pursuing their debtors after the conclusion of the war. For the American Treaty of Peace had expressly provided that English creditors were not to be debarred from or hampered in the due prosecution of their claims to American courts. An easy clause to insert in a Treaty! But, how very difficult to enforce! The separate States would have none of it. One by one, in glaring defiance of the Treaty, they enacted statutes which in words or in effect put the English creditor or the loyalist out of court as a plaintiff, and did him injustice as a defendant. HAMILTON boldly challenged the constitutionality of those laws. He claimed that they were *ultra vires* on the ground that no separate State could enact a law inconsistent with the Constitution and the Treaty of Peace which was the foundation of the Constitution. He bravely called on the State Courts to declare such laws unconstitutional and to refuse to enforce them. He carried the point to the

Supreme Court and did much to gain for that Court its now well-settled right to decide that any particular enactment is *ultra vires* and therefore invalid. What now has long been accepted as a fundamental incident of Supreme Court jurisdiction was then regarded as a monstrous novelty and legal subtlety. HAMILTON's fame as an advocate grew rapidly out of the skill and courage with which he fought this whole series of forensic battles on behalf of the most unpopular of clients. His first appearance at the Bar, indeed, is said to have been on behalf of a British subject pursued for trespass on the ground that he had squatted on land abandoned by a patriotic American during the military occupation of a part of New York State by the British. Naturally, HAMILTON's client was not loved. Moreover a statute of New York State had expressly precluded a plea of "military authorisation" as a defence to an action of trespass in such a case. But the Treaty had provided for an amnesty in the case of such acts, and HAMILTON did not hesitate to invoke the Treaty as a protection for his client. "*Fides sanctificissimum humani pectoris bonum est*" was the maxim from SENECA with which he concluded the eloquent and able argument which brought him at once to the head of his State Bar.

## The Challenging of Jurors.

THE Common Law of England resembles in one respect the Constitutional Law of England: it frequently happens that archaic rules of law which everyone had supposed to be obsolete suddenly turn out to be of immense importance. DE LOLME, the distinguished Eighteenth Century French jurist, who was the first foreign commentator on our constitution, pointed this out. The best known example is the right of the Crown to create an unlimited number of Peers, as was threatened in 1707 and in 1832, to secure the enactment of statutes which the House of Commons desired and the House of Lords opposed. In the case of the Common Law a similar illustration is afforded by the wide extension of the old mediæval rules as regards conspiracy which was adopted by our courts at the end of the Nineteenth Century to meet a new industrial situation. Another illustration is the curious importance which has suddenly been given to the quite antiquated procedure of challenging a jury owing to the passing into law of the Sex Disqualification (Removal) Act, 1919. In 1918, had any practitioner at the Criminal Bar been asked about the importance to a novice of a sound knowledge of this procedure he would probably have replied that neither he nor anyone else knew anything about it. To-day every practitioner at the Criminal Bar has to know all about the law of challenging juries.

Both in civil suits and in criminal prosecutions the right of challenging juries only arises when there has been an issue joined between the parties (Co. Litt. 158b). This may sound obscure. But its practical effect is to eliminate the right to challenge in a number of cases where a jury is assembled, but there is no issue between two parties. These cases appear to be the following:—

(1) When the jurors are jurors of inquiry and presentment only, e.g., when a jury assembles at a coroner's inquest;

(2) On a writ of inquiry to assess damages; per Holt, C.J., in an anonymous case reported, 1703, 6 Mod., 43;

(3) On a writ to inquire of waste: Duncomb's Trials per Pais, cap. 9. (But COKE was of a contrary opinion in this case. At any rate the procedure is now practically obsolete.)

Formerly there were also certain cases in which, notwithstanding the fact that there had been issue joined between two parties, a jury could not be challenged by either party. These were:—

(1) Where jurors were summoned to serve under a special order made in court on the sheriff directing him to summon persons who happen to be spectators or otherwise present in court: such jurors were known as *Tales de Circumstantibus*, i.e., "such from the surrounding persons as," etc. A jury of this kind can still be summoned to make up deficiencies in the number of jurors, but the procedure is practically obsolete.

(2) When an issue, being less than £20 in amount, was referred to the sheriff for trial with a jury under s. 17 of the Civil Procedure Act, 1833; but this section is now repealed. The case of *Pryme v. Titmarsh* (1842, 10 M.W., 605), which was decided under this section, however, is still the leading authority as to the circumstances under which a jury is immune from challenge.

In every case except the above, it is believed, the right of challenge exists. But that right is not quite the same in the case of (a) felonies, (b) misdemeanours, (c) civil suits. The differences will be indicated as we proceed. For the moment it is only necessary to point that there are two quite distinct forms of challenge—(1) Challenge to the Array, and (2) Challenge to the Polls. The distinction between them is of the greatest practical importance.

In challenge to the Array exception is taken to the whole panel of persons returned by the sheriff or other returning officer. Such exception is based on some incident attaching to the personality or conduct of the sheriff, and not on some incident inherent in the jurors themselves. Here, again, there are two kinds of challenge. "Principal challenge," and "Challenge for favour." In "Principal challenge" the summoning officer is in a position which prevents him from being absolutely impartial, e.g., where he is personally interested in an action or related to one of the parties, or where he has impanelled persons at the request of one of the parties, or where he has an action pending between him and one of the parties. It is clear that in every such case he is not competent to act in a disinterested capacity. "Challenge for favour" arises when the position of the summoning officer is merely one which causes suspicion of his disinterestedness, a suspicion which may be rebutted. In either case, would the challenger succeed in establishing his ground, it is the duty of the court to quash the Array and to order the coroner to summon a jury: *R. v. Dolby* (1823, 2 B. & C. 104). Should he, in his turn, be successfully challenged, then the judge must nominate two electors, called "elisors," to return a new panel: no objection is allowed to their panel inasmuch as it must be presumed that a person named by the court will be impartial (3 Blackst., 355).

Of course, the mere making of a challenge by a party is not conclusive, unless the correctness of the ground is at once admitted by the sheriff or coroner as the case may be. If it be controverted, then the party challenging must give *prima facie* evidence of his allegation. Thereupon two "triers" are appointed by the Court to investigate their allegations upon oath and report thereon to the Court. The rules relating to this investigation are very complicated and archaic. It is not a matter affected by the new statute, however, and therefore it is not necessary to discuss the procedure in any further detail.

Challenge to the "Polls" is the other and much more important form of challenge in actual practice. This consists in the taking of exception to individual members of a jury before they are sworn: *R. v. Frost* (1839, 9 C. and P. 129). It is all important that each jurymen objected to be challenged *before* he is sworn. Even if a jurymen happens to be a relation of one of the parties, and this has not been discovered until *after* the jurymen have been sworn, no objection can then be taken to his name; *R. v. Wardle*, (1842, Car. & M. 647). Of course, in such a case, if the judge pleases, he can always exercise his inherent power of discharging a jury before verdict given and commencing the trial over again with a fresh jury, which may include all the other eleven jurymen. Probably this procedure would normally be adopted should such a case arise.

Challenge to the "Polls," like challenge to the Array, is of two kinds: (1) peremptory and (2) for cause. In peremptory challenge the challenger can object to a certain number of jurymen without giving any reason whatever. It arises only in treason and in felony. It is a right which cannot be exercised by the Crown, only by the accused: *Creed v. Fisher* (1854, 9 Exch. 472). Even in the case of the prisoner one restriction exists, he cannot challenge peremptorily on a collateral issue, e.g., when he pleads *autrefois acquit* or any other special plea which the jury has

to determine: *R. v. Radcliffe* (1746, 1 Wm. Bl. 326). A challenge once made cannot be withdrawn: *R. v. Parry* (1837, 7 C. and P. 836). The Crown, as we have seen, has no right of peremptory challenge, although it has the right of challenge for cause! But it has, also, a peculiar privilege of its own. The Crown can order any "juror" to "stand by" until the panel has been called over and exhausted. If there is a full jury without recourse to such person, the Crown need not give any ground for asking him to "stand by." But if his presence on the jury is necessary to make up twelve, then he cannot be set aside except for cause shown by the Crown.

The right to challenge for cause is unlimited, whereas that of peremptory challenge, in case of felony, is limited to 18 persons, capital felonies 20, treason 30. A prisoner may exhaust all his peremptory challenges and then proceed to exercise his challenge for cause. It is the only form of challenge he possesses in the case of misdemeanour. It is also the only form of challenge in civil suits. There are four accepted grounds of challenge "for cause" given in the text books; it will be sufficient to name them here, referring our readers to the standard works for details:—

- (1) *Propter honoris respectum* A Peer may be objected to on this ground.
- (2) *Propter defectum* An unqualified person is the object of this ground.
- (3) *Propter affectum* Where the person is biased or interested.
- (4) *Propter delictum* Where the jurymen has committed some infamous crime.

## The Agriculture Act, 1920.

### I.—The Management of Land (*continued*).

**Guaranteed Minimum Prices.**—It was one of the recommendations of Lord SELBORNE'S Committee that guaranteed minimum prices should be fixed for wheat and oats. One of the grounds for this was the fixing of minimum wages for agricultural labourers; the other was to increase the area of land under the plough—to reverse the process of converting arable land into pasture and induce owners and farmers to break up pastures. Under D.O.R.A. the Board of Agriculture had power to compel the ploughing up of pasture land, but, as we shall see later, no such power is conferred by the Agriculture Act, 1920, and the guaranteed prices are the sole inducement now offered to increase the growing of cereals.

As to these prices, it must be remembered that, while the rates have been altered by the present Act, the general provisions of Part I of the Act of 1917 remain in force, and s. 1 directs how the prices are to be secured to the "occupier" of land; that is, the person who was on 1st September in the year in which the wheat or oats were produced the occupier of the land on which they were produced; and s. 3 (1) of the Act of 1917, which contains this definition, provides for the necessary payments and adjustments as between outgoing tenant and the incoming tenant or landlord, where there has been a change of occupation. It is assumed that an acre of ground will produce as a normal crop four quarters of wheat or five quarters of oats. The average price for wheat or oats in any year is ascertained under s. 2 (2) of the Act of 1917 by reference to the average weekly returns made under the Corn Returns Act, 1882, and published in the *London Gazette*. If this is less than the minimum price, then under s. 1 of the Act of 1917 the occupier receives in respect of each acre on which wheat or oats have been produced, in the case of wheat four times, and in the case of oats five times, the difference between the average price and the minimum price per quarter. Under s. 2 (1) of the Act of 1917, the minimum prices were fixed on a descending scale—60s. and 38s. 6d. per quarter for wheat and oats respectively in 1917, coming down to 45s. and 24s. in 1920-

1922, when the statutory guarantee was to cease. This scale is now withdrawn, and instead, 1919 is taken as the standard year with minimum prices of 68s. per customary quarter of 504 pounds for wheat and 46s. per customary quarter of 336 pounds for oats. From these the minimum prices for any particular year will be ascertained by reference to the cost of production for that year, so that the minimum price for the year will bear the same ratio to the minimum price for 1919 as the cost of production for the year bears to the cost of production for 1919. It will be for the three Commissioners appointed under s. 3 (1) to obtain under s. 2 (2) the necessary data as to cost of production, and to work out the minimum prices for each year. Of the Commissioners, one is to be appointed by the Minister for Agriculture and the Board of Agriculture for Scotland jointly, one by the Treasury and one by the Board of Trade.

**The Enforcement of Proper Cultivation.**—The Report of Lord SELBORNE'S Committee frankly accepted the principle that the interest of the State in the production of food was to override the private wishes and ideas of owners and occupiers. "It must be explained," said the Committee, "to landowners, farmers, and agricultural labourers alike that the experience of the war has shewn that the methods and result of land management and of farming are matters involving the safety of the State, and are not of concern only to the interests of individuals." This principle was carried out in D.O.R.A., and was intended to be carried out by s. 9 of the Act of 1917 which was to come into operation when D.O.R.A. was no more. This empowered the Board of Agriculture, when they were of opinion that any land was not being cultivated according to the rules of good husbandry, or that, for the purpose of increasing in the national interest the production of food, the mode of cultivating any land, or the use to which any land was being put, should be changed, to serve notice on the occupier requiring him to cultivate it in accordance with the directions of the Board for securing cultivation according to the rules of good husbandry, or for securing the necessary changes in the mode of cultivation or in the use of the land; and where compliance with the directions involved breach of covenant, the Board might order the covenant to be suspended, but the landlord was to be entitled to share in any profit derived from such suspension. Under D.O.R.A. non-compliance with a cultivation notice was an offence punishable by fine and imprisonment. Under the Act of 1917 non-compliance was not punishable as an offence, but might lead, in the case of a tenant, to the Board terminating the tenancy, and in the case of an owner-occupier, to the Board taking possession and letting the land.

Section 9 of the Act of 1917 has now gone, but the story of its repeal is interesting. The Agriculture Bill first only purported to amend it, but the proposed amendments and additions covered more than four pages, and in the passage of the Bill through the House of Commons, this very confusing form of legislation was dropped, and when the Bill went to the House of Lords, s. 9 of the Act of 1917 had been withdrawn, and a new clause—clause 4 of the Bill and s. 4 of the Act of 1920—had been introduced in substitution for it. This, of course, was a re-drafting of s. 9 with the proposed amendments and additions. So far as regarded the cultivation and use of land, it in the main followed the old s. 9. The Board of Agriculture had in the meantime become a Ministry, and the Minister was to be entitled to require land to be cultivated according to the rules of good husbandry, and for the purpose of maintaining or increasing the production of food on land in the national interest, the Minister might direct an improvement in the method of cultivation or conversion into arable land, with, in the latter case, the suspension of covenants. But the new restriction was introduced that orders for a change in cultivation should only be made where this could be done without injuriously affecting the persons interested in the land. And while the power to determine a tenancy, or to enter into possession, was retained, non-compliance with directions as to cultivation was to be punishable by fine; but a right of appeal to an arbitrator was provided. Moreover, in accordance with the recommendation of Lord SELBORNE'S Committee, the new power

was introduced of appointing a receiver in cases where an estate was not being cultivated or managed in accordance with good estate management. And the Minister, in addition to making orders as to cultivation, might make orders for the execution of necessary works of maintenance.

In the Bill as it emerged from the House of Lords and was accepted by the House of Commons in the course of the all-night sitting of 22nd to 23rd December, clause 4 was materially altered, mainly by withdrawing the power of the Minister, after consultation with the agricultural committee (if any), to direct the conversion of pasture to arable land; and also the power to determine tenancies and enter into possession.

The disinclination to allow the breaking of pasture land is traditional in this country, but whether it will ultimately survive the tendency to improved methods of cultivation may be questioned. Any change from pasture to arable or *vice versa* is, according to the old authorities waste, for it changes not only the course of husbandry, but the evidence of identity: see Co. Litt. 53 b. Moreover, as TINDAL, C.J., said in *Simmons v. Norton* (1831, 7 Bing. p. 647) "Ploughing meadow land is also esteemed waste on another account, namely, that in ancient meadows years, perhaps ages, must elapse before the sod can be restored to the state in which it was before ploughing." Hence the custom of inserting in leases covenants against ploughing up pasture and the reservation of penal rents for breach of such covenants, and the Agricultural Holdings Act, 1908, in making penal rents in general only enforceable to the extent of the actual damage (s. 25), expressly excepted the breaking up of permanent pasture, and the freedom of cultivation allowed by s. 26 was confined to arable land. Indeed, under such a covenant the tenant may be debarred from breaking up land which he has himself converted into pasture during his tenancy: *Clarke-Jerroise v. Scott* (1920, 1 Ch. 383).

With the withdrawal of the power to direct conversion of pasture to arable land, there has also been withdrawn the power of the Minister to order the suspension of covenants, upon the ground that this suspension would only be required in the case of covenants against ploughing up pasture. The result is that the Act contains no direct power to enforce the increase of corn-growing land; it only offers such inducement, if any, as may be afforded by the guarantee of minimum prices. The withdrawal of the power for the Minister to enforce his orders by entry into possession was regarded as uncontroversial in the House of Commons, and this amendment of the Lords was accepted without a division. For the present, therefore, the power to enforce proper cultivation of the land depends on s. 4 of the Act of 1920, which replaces s. 9 of the Act of 1917, and embodies the proposals of the Bill as altered in the manner just stated and in other less important points; but the examination in detail of the new powers and of the modes of exercising them we must reserve till our next article.

(To be continued.)

## Postliminium in International Law.

Now that the Public Trustee is busily engaged in winding up the debts and credits in connection with the property in this country of persons who during the late war were enemy subjects, it may be interesting to note briefly the main features of the International Law doctrine of "Postliminium," which may be regarded as the "Common Law of Nations" on the matter, as contrasted with the Statute Law arising out of our own Treaties, Statutes, and Orders. Postliminium was based on the *Jus Postliminii* of the Romans. Like other doctrines of International Law, it has been honoured more "in the breach than in the observance" in recent Treaty stipulations. But its fundamental and enduring importance ought not on that account to be ignored.

The *Jus Postliminii* of the Romans had connected with it certain incidents based on the private law of the Romans, such as the *Patria Potestas* and family rights which are strange to modern jurisprudence; but, if we allow for inevitable differences there, it has been used in the main as a basis on which international jurists have built up a legal doctrine of the *status* and rights of persons whose property has been seized under cover of war and afterwards released. In Rome a prisoner of war, on being captured,

suffered a complete loss of status—*caput diminutio*. His debts ceased to bind him, his rights over others were dissolved by law. But on returning home from captivity he recovered his rights, subject to certain conditions, and was again saddled with his obligations and liabilities. Of course, this conception is quite out of place in the modern world, where no one would dream of treating military subjection as equivalent to, let us say, a decree of divorce or an intestacy or a bankruptcy. But the analogy proved useful to jurists in dealing with a case frequent in Sixteenth and Seventeenth Century wars—namely, the position of persons living in territory occupied by the enemy. They suffered a loss of rights in their own country during the continuation of the hostilities, and regained those rights on termination of those hostilities. This regaining of rights was called "Postliminium." By enlargement of meaning it came to be applied not only to one's own fellow-subjects whose property and persons were detained by an invader, but to any alien, including an alien enemy, whose property in one's own country had been seized during hostilities. On conclusion of peace, such alien became once more, in contemplation of law, a subject of the country in which he had been residing before the outbreak of hostilities, and was regarded as having returned to that country after a fictitious captivity in the hands of his own nation; and was therefore entitled to claim the benefits of "Postliminium."

The extraordinary ingenuity of this analogy and the legal fiction based on it is obvious. It gradually became worked out into a system. The return to the former condition, and the right to the benefit of Postliminium, might arise in at least six distinct ways (Coleman Phillipson on "Treaties of Peace," p. 231):—

- (1) Voluntary evacuation by the enemy and reoccupation by the legitimate sovereign.
- (2) Reconquest by the legitimate sovereign.
- (3) Reconquest by a third state.
- (4) Successful levy *en masse*, e.g., in the late war the enforcement of conscription on her fugitive subjects by Belgium.
- (5) The recapture of the property by the original owner in war.
- (6) The conclusion of a Treaty of Peace.

It will be noticed that it is only the sixth of these conditions which give a right to Postliminium that has much practical importance to-day. At least such is the case in England; but France has, in the case of Alsace Lorraine, an interesting example of the second method which is giving her jurists unanticipated difficulties at the present moment. With us, however, only Postliminium resulting from the termination of the war is important. And, here, the Treaty of Peace and the Statutes and Orders consequent thereon have to a very large extent expressly dealt with the rights of alien enemies. In the absence of a Treaty or statutory provision, however, it should always be remembered that the International Law rule applies, for International Law—except when conflicting with Municipal Law—is an essential part of the Common Law of England. The point is one which should not be overlooked by counsel called in to advise in cases affecting the proprietary rights of alien enemies.

## Res Judicatæ.

### Irrevocability of Waiver.

One of the charms of reading the reports of cases decided by the Judicial Committee is that novel and interesting illustrations of familiar principles are often found. An example will be found in *Re v. Paulson* (1921, A.C. 271). The principle involved is the familiar one that a lessor who accepts rent knowing that there has been a breach of a covenant in the case thereby irrevocably elects to treat the lease as subsisting, and is precluded from obtaining a forfeiture. This is true even if the lease provides that no waiver by the lessee shall take effect unless it is in writing, for the lessor can at any time waive his right to insist on this stipulation—and in fact does so, by implication, when he accepts rent with knowledge of the breach. All this is the tritest of trite law. But the facts have a touch of romance. They concern a mining lease in Canada. This was granted by the Crown in 1904 subject to the usual conditions in the Mining Regulations of the colony. The lease provided *inter alia* (1) that the lessee must commence mining operations within one year and carry them out continuously unless excused by the Minister for Mines; (2) that on breach of any stipulation the Minister might cancel the lease and re-enter on the lands; and (3) that no waiver of a breach should be effective unless in writing. The lessee did not commence operations until 1909, but his time was periodically extended by parol waiver and rent was accepted. In September, 1909, the Crown exercised their right to cancel, but the Judicial Committee have held that their waiver by acceptance of rent was irrevocable and precluded them from claiming forfeiture. All this is clearly a logical result of elementary principles, but the practitioner called to interpret a mining lease for the first time might easily fail to see that the facts form only one special case of that principle.

### Limitation of Right of Occupation.

A case which is rather tricky because one fancies it might equally well have been decided just the other way is that of *County Hotel and Wine Co. Ltd. v. London and North Western Ry. Co.* (1921, A.C. 85). Here a railway company, or rather its predecessors in title and in the statutory undertaking,

had demised land adjoining a station for 999 years to a lessee on condition that he should erect and keep a hotel thereon. The lease gave the lessee an option of renting the station refreshment rooms at a rent and subject to rules and regulations mentioned in it "in preference to any other party, it being the intention and wish of the said parties herein that the same person shall have the option of occupying the said hotel and refreshment room." Some years ago the railway company re-occupied the refreshment rooms which had formerly been let to the hotel-keeper in pursuance of his option to hire them. The lessee thereupon sued the company for a declaration that he was entitled to the user of the refreshment rooms, but the House of Lords have held that this is not the case. His option gives him a right to occupy the rooms in exclusion of any third party, but not of the company itself! This seems rather subtle and far-fetched, and in fact Lord FINLAY dissented strongly from the four law lords who formed the majority, Lords HALDANE, CAVE, SHAW OF DUNFERMLINE, and MOUTON.

### Final Awards in Arbitration.

A special case stated by an arbitrator for the opinion of the High Court is appealable to the Court of Appeal if stated "finally" under s. 7 of the Arbitration Act, 1889, but not so appealable if stated otherwise than "finally" by virtue of s. 19 of the same statute. What is a "final" award and what is not, however, is often a difficult matter to decide. The best judges will disagree about it in difficult cases, and such disagreement in fact has taken place in the Court of Appeal in *Re Cogstad & Co., and H. Newsum, Sons & Co. Ltd.* (1921, 1 K.B. 87), where Lord Justices BANKES and WARRINGTON held an award not to be final, whereas Lord Justice SCRUTTON thought it was. The facts were these. By a submission contained in a charter-party disputes were referable to two arbitrators, and, as usual, in the event of disagreement on their part, to an umpire. A dispute arose, and eventually reached the stage of being referred to an umpire. He stated for the opinion of the High Court a special case in which he (1) set out the facts, (2) held that there had been a breach of the charter-party, and (3) assessed damages for the breach. Then the award went on to say "The question for the opinion of the court is whether upon the true construction of the charter-party and the facts stated by me, the decisions at which I have arrived are correct in law. If they be correct my award is to stand, but if incorrect in any particulars I desire that the award may be referred back to me for reassessment of the damages due in accordance with the decision of the court." Of course, in form, this is not final since it asks, in certain eventualities for a reference back to the umpire by the court. On the other hand, had the award been final, such reference back could have taken place, had the court thought fit, whether or not the umpire had asked for it. And, apart from the possibility of reference back, he had decided everything necessary to finally dispose of the case. The latter view appealed to Lord Justice SCRUTTON, and there is so much to be said for it in strict logic that one would not be surprised to see his view supported rather than the one of the majority of the court in the not very probable contingency of the case going higher.

## Reviews.

### Specific Performance.

A TREATISE ON THE SPECIFIC PERFORMANCE OF CONTRACTS. By The Rt. Hon. Sir EDWARD FRY, G.C.B., sometime one of the Lords Justices of Appeal. Sixth Edition. By GEORGE RUSSELL NORTHCOTE, M.A., Barrister-at-Law. Stevens & Sons, Ltd. £2 10s.

The last edition of this well-known work was edited by the late Mr. W. D. Rawlins, and was published in 1911. Since then, Mr. Russell Northcote said in the preface to this edition, the author has passed away after a long life and many years of public service. "Amongst lawyers he will be remembered not only as an eminent and learned judge, but also, and perhaps even especially, as the author of this treatise." And since Mr. Russell Northcote wrote this preface, dated November, 1920, he has himself passed away, to the great regret of a wide circle of friends who esteemed him both for his professional and personal gifts and character.

A book so well written and arranged in the first instance as Fry on Specific Performance does not give an editor scope for originality of treatment, and Mr. Russell Northcote refrained from attempting to introduce any new subjects. He retained as far as possible the language of the author, and embodied his own work mainly in the footnotes. And while the subject-matter of the work is continually being illustrated and defined by judicial decision, it is not one in which the Legislature very much intervenes. Under 21 & 22 Vict. c. 27, the Court received jurisdiction to give damages either in addition to or in lieu of specific performance, and though that Act has been repealed the jurisdiction under it has been preserved (*Sayers v. Collyer*, 28 Ch. D. 103), and a more general jurisdiction to give all such relief as the parties are entitled to exists under the Judicature Acts. This matter is very clearly explained in the chapter on Damages (pp. 600 *et seq.*) and the cases in which the Court can give damages enumerated. But in general, as we have said, specific performance is a matter of case law and not of statute, and it forms an excellent subject for the author who, like the late Sir Edward Fry, can lucidly and logically deduce the law from judicial decision. In Mr. Russell Northcote the work found a very competent editor, and the reader, in addition to having the law brought carefully up to date, will find much of interest and profit in the notes he has added. But in using the edition we shall always regret the editor's untimely death.

## Books of the Week.

County Court Practice.—The Yearly County Court Practice, 1921. Founded on Archibald's "County Court Practice" and Pitt-Lewis's "County Court Practice." By the late G. PITT-LEWIS, K.C., and Sir C. ARNOLD WHITE. 1921 Edition by EDGAR DALE, Barrister-at-Law. The chapter on Costs by HARRY COUSINS, Registrar of the Cardiff County Court. 2 Vols. Butterworth & Co. Shaw & Sons. 50s. net.

Company Law.—Company Law: A Practical Handbook for Lawyers and Business Men; with an appendix containing the Companies (Consolidation) Act, 1908; Companies Act, 1913; and other Acts and Rules. By Sir FRANCIS BRAUFORT PALMER, Bench of the Inner Temple. 11th Edition by ALFRED F. TOPHAM, LL.M., Barrister-at-Law, assisted by LIONEL L. COHEN, M.A., and ALFRED R. TAYLOR, B.A., Barristers-at-Law. Stevens & Sons, Ltd. 25s. net.

Landlord and Tenant.—Woodfall's Law of Landlord and Tenant, with a full Collection of Precedents and Forms of Procedure. Twentieth edition. By AUBREY JOHN SPENCER, Barrister-at-Law. Sweet & Maxwell, Ltd. Stevens & Sons, Ltd. 55s. net.

Criminal Appeals.—Criminal Appeal Cases. Edited by HERMAN COHEN, Barrister-at-Law. November 15th, 16th, 17th, 22nd, 29th, 30th; December 6th, 13th, 20th, 21st, 1920. Sweet & Maxwell, Ltd. 8s. net.

Notable Trials.—Trial of Thurtell and Hunt. Edited by ERIC R. WATSON, LL.B., Barrister-at-Law. Wm. Hodge & Co., Ltd. 10s. 6d. net.

Company Law.—Company Law for Commercial Students and Business Men. [The Companies Acts, 1908 to 1917; The Companies Clauses Acts, 1845 to 1889]. By ALBERT CREW, Barrister-at-Law. Second (revised) edition. Butterworth & Co.

## Correspondence.

### The Consideration for a Sale under the Settled Lands Acts.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

SIR,—My friend, Mr. C. P. Sanger, in his letter to you printed in your last week's issue, says that in the case of *Re Sutton's Contract* "there were no remaindermen"; and he thus impliedly suggests that the last paragraph of my article in your issue of February 5th (criticising the decision in that case) amounted to the discovery of a mare's nest.

Will you allow me to point out that, according to the reports of the case, the subsisting limitations of the rent-charge were to the use that the vendor's wife should after his death receive a jointure rent-charge for her life, and to the use of trustees for a term of years for securing the jointure, and subject thereto to the use of other trustees for the term of 2,200 years in trust to raise portions for the vendor's children, and subject thereto to the use of the vendor in fee simple?

It is obvious, and it was in effect decided in the case, that these limitations are equivalent to limitations to the use of the vendor for his life and after his death to the uses above stated. It is, therefore, respectfully submitted that the jointress, her trustees and the trustees of the portions term, were truly "remaindermen," i.e., persons whose estates or interests could not take effect in possession until after the death of the vendor or the determination of his life estate. And it will not be disputed that these estates and interests could not (without such persons' concurrence) be conveyed to a purchaser save by a valid exercise of the power of sale given by the Settled Land Acts. It was these persons to whom I alluded as "the remaindermen" in my article; and it is obvious that it was the existence of these estates and interests alone which made it necessary for the sale to be made under the powers given by the Settled Land Acts. It had not escaped me that the ultimate limitation was to the vendor in simple; nor did I intend to suggest that the vendor or those claiming under him in right of his own remainder in simple could set aside the sale.

It is stated in the reports that the purchasers were trustees, and, having regard to the magnitude of the transaction, desired the protection of the Court. That being so, it seemed worthy of remark that a mode of procedure should have been adopted which was not binding on the only persons whose estates could not pass without a conveyance under a valid exercise of the statutory power of sale; the only persons, in fact, who could, in the absence of such a conveyance, claim that the sale was void.

T. CYPRIAN WILLIAMS.

7 Stone Buildings,  
Lincoln's Inn,  
16th February, 1921.

Mr. J. C. Ledlie has retired, owing to ill health, from the post of Deputy Clerk of the Privy Council, which he has held since 1909. Called to the Bar in 1890, Mr. Ledlie entered the Judicial Department of the Privy Council Office in 1893, and was promoted to be Chief Clerk in 1902. In that capacity his courteous assistance to members of the Bar practising before the Judicial Committee, and to the Press, was always greatly appreciated. He drafted the present rules for the conduct of Privy Council appeals, and is the translator and editor of the well-known work Sohm's "Institutes of Roman Law."

## CASES OF THE WEEK.

## Court of Appeal.

**REID v. BRITISH AND IRISH STEAM PACKET COMPANY, LIMITED.** No. 1. 3rd February.

WORKMEN'S COMPENSATION—ASSAULT ON QUAY FOREMAN BY DOCK LABOURER—RISK INCIDENT TO EMPLOYMENT—"WORKMAN"—SUPERVISION NOT MANUAL LABOUR—REMUNERATION EXCEEDING £250 A YEAR—WORKMEN'S COMPENSATION ACT, 1906 (6 Edw. 7, c. 58), s. 13.

A quay foreman in charge of two or more gangs of dock labourers claimed compensation for injury by accident, having been assaulted by a labourer to whom he had given an order. He had been in the employment of the respondents for many years, and at the time of the "accident" was being paid £21 a month. His duties were mainly to direct and supervise the work done, but he was expected occasionally to give some manual assistance, if required.

Held, that on the evidence the employment involved risk of assault from a rough class of men, and therefore the accident arose out of the employment, but

Held, that the applicant was not a "workman" within s. 13 of the Act, as he was mainly employed otherwise than by manual labour, and was remunerated at a rate exceeding £250 a year.

Re Dairyman's Foremen (28 T.L.R. 587) applied.

Appeal by the employers from a decision of the learned judge of the City of London Court. The applicant Reid was a quay foreman who had been in the employment of the respondents for the last twenty-one years. At the time of the alleged accident he was being paid at the rate of £21 a month or £252 a year. His duties, as found by the county court judge, were mainly to direct and supervise the unloading of ships by dock labourers, but occasionally he might be expected to lend a helping hand himself under pressure of work. Apart from that, his work was not manual labour. The applicant in the course of his work saw that one of the dock labourers in his gang was not bringing up his truck to do certain work as he should have done, and he ordered the labourer to do so. The latter in reply struck him in the eye with his fist, causing it serious injury. The other eye had defective vision, so that the applicant had become almost blind. The county court judge held that the assault was an accident, and the applicant a workman within the Act, on the ground, as to the latter point, that he might occasionally have to do some manual labour. The employers appealed.

The Court allowed the appeal.

LORD STERNDALE, M.R., having stated the facts, said that the case raised three difficult points, but two of them were covered by authority, either in that court or the House of Lords. It was said that the assault was not an accident arising out of the employment, as the risk of such an assault was not incident to the employment. The learned judge had found on the evidence that it was. The learned lords who gave judgment in the House of Lords in *Trim Joint District School v. Kelly* (1914 A.C. 667) all stated that the risk of injury by wilful design was a question of fact in each case. In that case a schoolmaster in an Irish industrial school was undoubtedly killed by the concerted assault of some of the boys. In the present case there was evidence that the men over whom the applicant had to exercise supervision and discipline were a rough lot. All persons who had any acquaintance with dock labourers would recognise that they probably would be a rough lot. It was true, however, that no evidence was given of any previous assault on a quay foreman, but there was such an assault on a ship's foreman, and it was not likely that those men would make any distinction between one kind of foreman and another. It seemed to him (his lordship) that the assault was an accident arising out of the employment, the applicant having a rough class of men to supervise. There was, at any rate, a possibility that the supervisor who controlled the men would be assaulted—a possibility greater than that a member of the general public would be assaulted. The next point also seemed to be concluded by authority in that court—the case of *Jaques v. Owners of the tug Alexandria*, heard in November, 1920, and not yet reported. He (his lordship) was glad to hear that an appeal in that case was being taken to the House of Lords, because it was desirable to have an authoritative interpretation of the words "remunerated otherwise than by manual labour," in section 13. The Court of Appeal in that case adopted a definition of the late Master of the Rolls, and held that "manual labour" referred to something which was the main object of the employment and not a mere accessory to that object. In *Re Dairyman's Foremen and Re Tailors' Cutlers* (1912, 28 T.L.R. 587), Swinfen Eady, J., as he then was, in a case under the Insurance Act, 1911, said that the test of manual labour was whether that was the real substantial employment for which men were engaged or whether it was incidental or accessory to it. Adopting that definition, he (his lordship) had the greatest doubt whether there was any evidence that the workman in the present case was engaged in manual labour at all, though it appeared that he occasionally lent a hand to the men under pressure of work. Witnesses who had been called for the respondents denied that he was ever engaged in any manual labour at all. He had to look after three or four gangs and distribute the men among the different jobs. The learned judge had misdirected himself on this point. The test was not whether the man was engaged only in supervision, and never did any manual labour, but whether his principal work was supervision and not manual labour.

Another point, however, was raised and that was that the workman was not a man whose remuneration exceeded £250 a year. He was at the time of the accident earning £21 a month, and he would continue to earn £21 a month, until his employment was determined by notice—i.e., one month's notice. It was argued that there must be evidence, either that he had actually earned £250 in one year, or else that he could not have his employment terminated by notice for such a period that he would have earned £250 in a year before it was terminated. [*Griffith v. Owners of Sailing Ship Penrhyn Castle* (1917, 1 K.B. 474); and *Mackay v. S.S. Cramond* (13 B.W.C.C., 99)]. But the facts in those cases were different. Lord Justice Scrutton said in the former case (at p. 479): To satisfy the words of the Act it must be shown that there is a contract of employment which, unless determined by notice, or by some extraneous fact such as death, or the destruction of the subject-matter of the contract, will last a year and produce a remuneration of over £250; and it is not enough to show a contract for less than a year at less than £250 as a six months' contract for £150.

In the present case it seemed to him (his lordship) that the remuneration clearly exceeded £250 a year. The firm were thoroughly satisfied with the applicant, whom they had employed continuously for 21 years. The appeal, therefore, must be allowed on the ground that the workman was employed otherwise than by manual labour at a remuneration exceeding £250 a year.

SCRUTTON and YOUNGER, L.J.J., delivered judgment to the same effect, the former observing that the present limit of £250 a year for labour other than manual, owing to the general rise in wages, now shut out large numbers of people who in 1914 would have been workmen within the Act.—COUNSEL: *Holman Gregory, K.C., and Duckworth; Neilson, K.C., and Garland. SOLICITORS: Botterell & Roche; H. Dade & Co.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

**BARTON and MITCHELL v. FINCHAM.** No. 2. 8th February.

EMERGENCY LEGISLATION—LANDLORD AND TENANT—AGREEMENT THAT TENANT SHOULD GIVE UP POSSESSION—TENANT SUBSEQUENTLY DECIDES TO STOP ON—JURISDICTION OF COURT TO MAKE AN ORDER FOR POSSESSION—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920 (10 & 11 GEO. 5, c. 17), s. 5.

Landlords of a dwelling-house to which the Rent Restrictions, etc. Act, 1920, applied offered the tenant £20 down if she would surrender her lease on a day named and give them a proper notice of her intention to quit. The money was paid and the notice to quit sent, but when the time to quit came the tenant declined to go. Proceedings were taken by the landlords who obtained an order in the county court for possession, and that order was upheld by a Divisional Court. The tenant appealed.

Held, that the effect of s. 5 of the Rent Restriction, etc. Act, 1920, was to restrict the jurisdiction of the court to make any order or judgment for possession except in the cases specially mentioned in the section. No agreement between the parties could increase the jurisdiction given by the Act and therefore the appeal must be allowed.

Appeal by the tenant from a decision of a Divisional Court upholding the judgment of the county court judge in favour of the landlords. The defendant, Mrs. Fincham, had been for some years the tenant of a small house at Thornton Heath. On 21st July, 1920, the then landlord sold and conveyed the premises to the plaintiffs, who on the 22nd July entered into an agreement with Mrs. Fincham that in consideration of £20 down she would surrender the house to them on 29th September, and also give them a notice that she intended to quit on that day. The money was paid, and the notice to quit given. When, however, 29th September arrived the tenant refused to give up possession, or the £20. The landlords started proceedings in the county court claiming possession and mesne profits, and the county court judge ordered that possession should be given up by the defendant. The defendant appealed to the Divisional Court. The judges (Lush and McCardie, J.J.) were agreed that the landlords could not rely upon the tenant's notice to quit as they had given no evidence that they would be seriously prejudiced if they could not obtain possession, and without such evidence they had not complied with the provision in s. 5 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, but they disagreed as to the effect of the tenant's agreement to give up possession on a day named. Lush, J., considered that the agreement was against public policy and consequently unenforceable. McCardie, J., took the opposite view. The appeal was therefore dismissed. Mrs. Fincham appealed. In support of the appeal it was submitted that the view of Lush, J., was right. The agreement was in fact entered into solely as a means of evading the provisions of the Act of 1920 in favour of the tenant. Counsel for the respondents said he did not deny that the arrangement was come to as a means of evading the Act. The lady, however, knew that she was paid the £20 to give up a statutory right that she had to remain on as tenant of the premises for which she paid 12s. 6d. a week rent. She had not been coerced into giving notice to terminate her tenancy: the offer to pay her £20 was made and she accepted it, and the plaintiffs were entitled to require her to stand by her bargain. C.S.E.

BANKES, L.J., having stated the facts said, that several interesting questions of law arose, namely, whether the landlord was entitled to take legal proceedings to recover possession; whether he could bring an action against the tenant, either to recover damages for failing to carry out her agreement or to recover back the £20; and whether holding on after having given notice to leave on a certain date the tenant became liable to

pay double rent so long as she remained on under the provisions of the Distress for Rent Act, 1737 (11 Geo. 2, c. 19, s. 18). So far, the landlord had succeeded to the extent that he had an order for possession, and the appeal was against that order. The object with which the Legislature passed the various Increase of Rent and Mortgage Interest (Restrictions) Acts, and particularly the Act of 1920, was conveniently stated in the side notes to the sections of that Act. In the case of the restriction on the right to possession, s. 5 provided: "No order or judgment for the recovery of possession of any dwelling-house to which the Act applies or for the ejectment of a tenant therefrom shall be made or given unless." Then follow in a series of sub-sections a list of the instances in which an order or judgment might be given. The Legislature in reference to claims to possession had secured its object by placing the fetter not upon the landlord's action but upon the action of the court. The language used was so clear that there was no room for cutting down or restricting the operation of the section. The court should exercise its jurisdiction only in the instances specified in the section, and in no others. In that view no agreement between the parties could give a jurisdiction to the court which the Legislature had said that it should not exercise. The county court judge had no jurisdiction to make any order for possession, and the appeal must be allowed with costs there and below.

SCRUTTON and ATKIN, L.J.J., read judgments concurring in the appeal being allowed.—COUNSEL, for the appellant: *Sir Albion Richardson*; for the respondents: *Vachell, K.C.*, and *E. H. Cumber*. SOLICITORS: *Senon, Taylor & Co.*; *John Bransbury*.

[Reported by ESKINE REID, Esq., Barrister-at-Law.]

## High Court—Chancery Division.

TATE v. THOMAS. Eve, J. 27th January.

COPYRIGHT—INFRINGEMENT—MUSICAL PLAY—JOINT AUTHORS—FILM PRODUCTION—ASSIGNMENT—LICENCE—COPYRIGHT ACT, 1911 (1 & 2 Geo. 5, c. 46), ss. 1, 5, 8, 16, 35.

In an action for infringement of copyright of a musical play the defendants claimed that the play was a collective work, and that they were entitled to the cinematograph rights in it.

Held, that the defendants had no interest in the copyright, and that an injunction must be granted.

Tate v. Fullbrook (1908, 1 K.B. 821) applied.

This was an action by the plaintiffs for an injunction to restrain the defendants from infringing the copyright in the plaintiffs' play entitled "The Lads of the Village" by performing a cinematograph version of the play. The first plaintiff, Tate, was a musical composer, and the two other plaintiffs, Harris and Valentine, were dramatic authors. The first defendant was the director of a musical cinematograph company and the second defendants were the International Variety and Agency Company, who were theatrical agents from whom he had obtained a licence to perform the film play. It appeared from the evidence that one, Peterman, who had produced many music hall revues, had in 1915 sketched out a war play, and in 1917 he wrote a synopsis of this play to be entitled "The Lads of the Village," and containing scenes and incidents similar to those in some of his plays previously produced. He gave an outline to the plaintiffs of the proposed play with most of the characters and scenes and some key lines from the synopsis. By an agreement of 17th April, 1917, it was agreed between the plaintiff Tate and Peterman that Tate should be commissioned to write the music of the play, and that Harris and Valentine should collaborate in the libretto and write all the necessary lyrics. On 20th February, 1918, Peterman assigned all his rights in the revue to the defendant company in consideration of £250, and agreed to indemnify the company in respect of any claims. On 4th July, 1918, the defendant company gave a licence to the defendant Thomas to produce a film of the play in consideration of a royalty, but it did not prove a success as a film production. Other agreements were entered into by the defendants with other parties in respect of productions of the play, and in these the plaintiffs' names appeared as authors and composer and declarations were made by them as such when dealing with Colonial and American rights. The plaintiffs contended that the authors of the play were those who wrote out the libretto and lyrics. The defendants contended that Peterman was part author of the play and was the first owner of the collective copyright, and further that the agreement of 17th April, 1917, was an equitable assignment of the copyright to Peterman, who assigned his rights to the defendants.

Eve, J., after stating the facts, said the evidence showed that Mr. Peterman's suggestions as to the incidents in the play were of an ordinary character. Of course there had to be a hero and heroine and in a war play soldiers and some who distinguished themselves. Then to show how vastly superior the English were as a race to other races there was the detestable character of the German spy who obtained a knighthood by the usual means in this country. All that the plaintiffs were prepared to concede, and over and above that there were certain catchlines suggested and these were incorporated so far as the authors were able to do so. In those circumstances the agreement of 17th April, 1917, was produced. On that document as it stood the plaintiffs Harris and Valentine were the authors and Tate was said to be the composer. So that *prima facie* the copyright belonged to them. On other documents their names also appeared

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as authors and composer, and finally, when it became necessary to deal with the Colonial and American rights, the declaration as authors was made by them. The result was that the onus lay on the defendants to rebut the presumption that these gentlemen were in fact the authors and entitled to the copyright. An attempt had been made to do this in two ways. First, it was said that having regard to the ephemeral character of the dialogue and lyrics in a production of this kind the substantial part of the work was the arranging of scenes and the selection of incidents and those general accessories which went to make the play presentable when put on the stage. But it was impossible to say that they predominated so much over the dialogue as to render the author of them the owner of the copyright. Again, it was said that in the case of a visual reproduction on a film it would be monstrous for the authors of the book and music to claim the copyright. The answer to that was given in the Act itself, as was pointed out by the Court of Appeal in *Tate v. Fullbrook* (1908, 1 K.B. 821). Then it was said that if Peterman were not the sole author he was at least a joint author because this was a collective work. But it was doubtful whether the copyright was divisible and to succeed on this point it was for Peterman to show that he was joint author with the plaintiffs, but as to that the observations of the Court of Appeal were equally applicable, and the evidence did not bear out that contention. With regard to the agreement of 17th April, 1917, there was no equitable assignment of the copyright to Peterman who never had any interest in it. The injunction asked for would be granted and an inquiry directed as to damages.—COUNSEL, *Clayton, K.C.*, and *W. A. Jovitt*; *Haake, K.C.*, and *S. P. Kerr*. SOLICITORS, *J. B. & G. S. Burton*; *Roberts, Seyd, Jackman & Falck*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

## New Orders, &c.

### Orders in Council.

An Order in Council, dated 7th February (*Gazette*, 11th February), has been made further amending the Restoration of Order in Ireland Regulations of 13th August, 1920, as amended by Order of 9th November, 1920.

An Order in Council, dated 7th February (*Gazette*, 11th February), made under s. 1 of the Fertilisers (Temporary Control of Export) Act, 1920, prohibits the export from the United Kingdom of—

Sulphate of Ammonia;  
Superphosphate of Lime;  
Basic Slag;  
Compound Fertilisers containing any of the foregoing substances.

An Order in Council, dated 7th February (*Gazette*, 11th February), made under s. 1 of the Roads Act, 1920, provides for the exercise by County Councils of their powers in respect of the levying of the duties on licences for mechanically-propelled vehicles imposed by s. 13 of the Finance Act, 1920, and the excise duties on carriages imposed by s. 4 of the Customs and Inland Revenue Act, 1888. The Order may be cited as The Road Vehicles (Registration and Licensing) Order, 1921.

An Order in Council, dated 11th February (*Gazette*, 11th February), further amending the Proclamation of 10th May, 1917, whereby the exportation from the United Kingdom of certain articles to certain or all destinations was prohibited.

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G. H. MAYNE, Secretary.

## Ministry of Food Orders.

## GENERAL LICENCE UNDER THE BACON, HAM AND LARD (SALES) ORDER, No. 2, 1920.

On and after 2nd February, 1921, until further notice, any sales of imported refined lard to which the Second or Third Schedule to the Bacon, Ham and Lard (Sales) Order, No. 2, 1920, applies may be made free from the provisions of the Order so far as they relate to price.

2nd February.

## GENERAL LICENCE UNDER THE IMPORTED BACON, HAM AND LARD (REQUISITION) ORDER, 1919, AND THE IMPORTED BACON, HAM AND LARD (REQUISITION) AMENDMENT ORDER, 1919.

1. Notwithstanding the provisions of Clause 2 of the Imported Bacon, Ham and Lard (Requisition) Order, 1919 [S.R. & O., 1919, No. 976], until further notice any lard (other than lard for the time being in Europe) may be bought, sold and dealt in, provided that the lard shall not be shipped from sea-board before the 21st February, 1921.

2. Notwithstanding the provisions of Clause 2 of the Imported Bacon, Ham and Lard (Requisition) Amendment Order, 1919 [S.R. & O., 1919, No. 1141], delivery may be taken in the United Kingdom of any Lard which has been shipped from sea-board on or after the 21st February, 1921, from any place other than a place in Europe.

2nd February.

## NOTICE OF REVOCATION OF CERTAIN ORDERS.

"In exercise of the powers conferred upon him by the Ministry of Food (Continuance) Act, 1920, and of all other powers enabling him in that behalf, the Food Controller hereby revokes as on the 14th February, 1921, the Orders specified in the Schedule hereto, but without prejudice to any proceedings in respect of any contravention thereof.

8th February.

## THE SCHEDULE.

- |   |  |
|---|--|
| S.R. & O., 1917, No. 1246.                    | Bread (Use of Potatoes) Order, No. 2, 1917.  |
| S.R. & O., 1918, No. 371.                     | Bread (Use of Potatoes) Order, 1918.   |
| S.R. & O., 1917, No. 1096.                    | Wheat (Channel Islands and Isle of Man Export) Order, 1917.  |
| S.R. & O., 1918, No. 355.                     | Dried Fruits (Distribution) Order, 1918.   |
| S.R. & O., 1918, No. 1140.                    | Eggs (Licensing of Wholesale Dealers and Distribution) Order, 1918.  |
| S.R. & O., 1918, No. 1093.                    | Canned Salmon (Requisition) Order, 1918.   |
| S.R. & O., 1920, No. 1875.                    | Canned Salmon (Prices) Order, 1920.  |
| S.R. & O., 1919, No. 1713, and 1920, No. 113. | Fish (Prices) Order, 1919, as amended.   |
| S.R. & O., 1918, No. 322.                     | Fish (Registration of Dealers) Order, 1918.  |
| S.R. & O., 1918, No. 857.                     | Fish (Registration of Dealers) No. 2 Amendment Order, 1918.  |
| S.R. & O., 1919, No. 1464.                    | Herring Fishery (Licensing of Curers) Order, 1919.   |
| S.R. & O., 1917, No. 770.                     | Pickled Herring (Returns) Order, 1917.   |
| S.R. & O., 1918, No. 602.                     | Pickled Herrings Order, 1918.  |
| S.R. & O., 1918, No. 883.                     | Pilchards Order, 1918.   |
| S.R. & O., 1919, No. 1415.                    | Food Control Committees (Regulation of Retail Prices) Order, 1919.   |
| S.R. & O., 1920, No. 433.                     | Markets and Wholesale Dealers Returns Order, 1920.   |
| S.R. & O., 1918, No. 1433.                    | Jam (Distribution) Order, 1918.  |
| S.R. & O., 1920, No. 2107.                    | Apples (Prices) Order, 1920.   |
| S.R. & O., 1918, No. 598.                     | Canned Meat (Nett Weights) Order, 1918.  |
| S.R. & O., 1920, No. 277.                     | Imported Wild Rabbits (Prices) Order, 1920.  |
| S.R. & O., 1920, No. 406.                     | Imported Frozen Poultry (Prices) Order, 1920.  |
| S.R. & O., 1918, No. 1246.                    | Milk (Distribution) Order, 1918.   |
| S.R. & O., 1919, No. 513.                     | Directions to Wholesale Dealers in Milk under the Milk (Registration of Dealers) Order, 1918, and the Milk (Distribution) Order, 1918. |
| S.R. & O., 1918, Nos. 1052 and 1425.          | Voluntary Kitchens (Licensing) Order, 1918.  |
| S.R. & O., 1918, No. 1400.                    | Cocoa Bean Shell (Requisition) Order, 1918.  |
| S.R. & O., 1918, No. 193.                     | Tea (Distribution) Order, 1918.  |
| S.R. & O., 1918, No. 363.                     | Flour (Restriction) (Ireland) Order, 1918.   |
| S.R. & O., 1918, No. 1248.                    | Barley (Registration of Wholesale Dealers) (Ireland) Order, 1918.  |
| S.R. & O., 1919, No. 1457.                    | National Restaurants (Ireland) Order, 1919.  |

## Societies.

## The General Council of the Bar.

The following candidates have been declared elected to serve on the General Council of the Bar:—

Mr. J. F. P. Rawlinson, K.C., M.P., Mr. T. R. Hughes, K.C., Sir Edward Marshall Hall, K.C., Mr. H. T. Kemp, K.C., Mr. A. M. Langdon, K.C., Mr. M. L. Romer, K.C., Mr. T. Hollis Walker, K.C., Mr. H. Holman Gregory, K.C., M.P., Mr. J. H. Cunliffe, K.C., Mr. W. J. Disturnal, K.C., Mr. C. J. Mathew, K.C., Mr. S. H. Emanuel, K.C., Mr. Edward Beaumont, Mr. W. R. Sheldon, Mr. J. E. Harman, Mr. J. F. Vesey Fitzgerald, Mr. Samuel Fleming, Mr. Rayner Goddard, Mr. J. Willoughby Jardine, Mr. Geoffrey Lawrence, Mr. George F. Kingham, Mr. A. F. Clements, Mr. H. O. Danckwerts, and Mr. F. W. Gentle.

## Solicitors' Benevolent Association.

The monthly meeting of the directors of this Association was held at The Law Society, Chancery Lane, London, on the 10th inst., Mr. T. S. Curtis in the chair. The other directors present being Messrs. W. F. Cunliffe, W. E. Gillett, C. Goddard, J. R. B. Gregory, L. W. North Hickley, and A. Copson Peake (Leeds). £514 was distributed in relief of deserving cases; twenty-three new members were admitted; and other general business was transacted.

## Historic Thames-side Site for Sale.

The historic site in Thames-street of the City of London Brewery, says *The Times*, known since the days of Queen Elizabeth as the only brewery in the City of London, is for sale. It occupies nearly two acres adjoining Cannon-street Station, and has a considerable river frontage. The date of the foundation of the brewery is so remote that it is difficult to fix the year. There are proofs in various ancient documents and archives of the brewery that it was flourishing in 1580. Stow mentions it in his *Chronicles*: "At the West end of Church of Allhallowses," he says, "the moor goeth down a lane called Hay Wharfe lane now lately a great Brewhouse was builded there by one Pot. Henry Campian, Esqr. a beere brewer used it and Abraham his sonne now possesseth it."

The Calverts, a family of brewers celebrated in the annals of the trade for the quality of their porter, were the most notable men who brewed beer with Thames water on that site. In 1760, Sir William Calvert was the fourth brewer in London, and Calvert and Seward, of Whitecross-street, were the first, the former brewing 51,785 barrels, and the latter 74,704 barrels in that year.

Little of the old buildings remain save an old mill loft, and a part of the wall of the old Waterman's Hall, which had been burnt down in the Fire of London, in 1660, rebuilt on the site of the Allhallowses Church, and afterwards incorporated with Calverts. At the end of the Eighteenth Century important additions and alterations were made and some of the walls of the present buildings date from 1772.

The Taphouse beside the brewery in Thames-street, with its old sign, an hour-glass, is not for sale, as its freehold site belongs to the Merchant Taylors' Company.

## Law Students' Journal.

## Law Students Debating Society.

At a meeting of the Society, held at the Law Society's Hall on Tuesday, 8th day of February, 1921 (Chairman, Mr. J. F. Chadwick), the subject for debate was "That in the opinion of this House the case of *Dey v. Mayo* (1919, 2 K.B. 622) was wrongly decided." Mr. C. P. Blackwell opened in the affirmative. Mr. C. R. R. Romer seconded in the affirmative. Mr. W. M. Pleadwell opened in the negative. Mr. H. E. Crane seconded in the negative. The following members also spoke: Messrs. D. Nimmo, Phineas Quass, and W. S. Jones. The opener having replied, and the Chairman having summed up, the motion was defeated by one vote. There were twenty-six members present.

## Law Students Debating Society.

At a meeting of the Society, held at the Law Society's Hall, on Tuesday, 15th February, 1921 (Chairman, Mr. A. R. N. Powys), the subject for debate was "That in the opinion of this House the condition of the telephone service shows that a Government monopoly of any essential public service is contrary to the public benefit." Mr. Peter Anderson opened in the affirmative; Mr. Raymond Oliver opened in the negative. The following members also spoke: Messrs. D. L. Strellett, F. Burgis, H. Glyn-Jones, N. R. Fox-Andrews, H. Baron, P. Quass, D. E. Oliver, W. M. Pleadwell, and W. S. Jones. The opener having replied, the motion was carried by two votes. There were nineteen members present.

## Obituary.

### Mr. A. J. Morton Ball.

Mr. Alfred John Morton Ball, Coroner for the Stroud district and Registrar of the Stroud County Court, and a member of the Council of The Law Society, died at his residence, The Green, Stroud, last Sunday, at the age of 75 years. Mr. Ball's father held the positions of Coroner and Registrar of the County Court for 46 years, and at his death in 1878, Mr. Ball was appointed to succeed his father at the County Court and was elected as Coroner by the freeholders of the Division. He was the chief partner in the old-established firm of Messrs. Ball, Smith and Playne, and he had for many years been on the Council of The Law Society, where his advice was greatly esteemed. He was also a Past President of the Gloucestershire and Wiltshire Law Society, and in this office he was regarded with the highest respect and enjoyed the deepest affection of his colleagues. In the Jubilee year of 1887, says *The Citizen* (Gloucester), he was Grand Master of the Stroud or Mid-Gloucester Working Men's Conservative Association Benefit Society, and did splendid work for that important organisation. When the Stroud School Board was merged into the County Authority, and the late Sir William Marling declined to continue the chairmanship under the new body, Mr. Ball was unanimously elected to that position, which he held until a year or two ago, when he resigned owing to pressure of other duties. When the Belgian refugees arrived in Stroud in September, 1914, he at once threw himself heartily into the work, and was chairman of the Local Committee for nearly five years. He often journeyed to London and interviewed the authorities concerned with the Central Refugees Committee at Aldwych. Mr. Ball also took a deep interest in church work, and for many years served in the capacity of churchwarden, and he took a deep interest in higher education and served on many important Committees connected with the School of Art, the High School for Girls, and other similar educational institutions.

Stroud, and in fact the whole neighbourhood, says *The Citizen*, is much the poorer by the death of Mr. Morton Ball, and many have lost a kindly, true and honest friend. To say that he fully exemplified the sterling characteristics of a true English gentleman of the old type does not adequately portray his fine qualities. He was ever ready to give kindly advice, and those who had to work with him will always remember his genial smile and his generous dealings with his fellow-creatures. He leaves three sons—Mr. J. R. Morton Ball, who has for many years been associated with his father in the firm; Mr. A. K. Morton Ball, barrister-at-law; and Mr. G. D. Morton Ball, who is in the Indian Civil Service.

### Dr. Pawlèy Bate.

DR. PAWLEY BATE, Reader to the Inns of Court in Roman Law and International Law, died suddenly on the 10th inst. Born in 1857, he proceeded from Woodhouse Grove School, then one of the two schools for Wesleyan Ministers' sons—the better-known Kingswood School being the other—to Peterhouse, Cambridge, gained the Members' Prize for an English essay, and took his LL.D. in 1894. For a time Dr. Bate was Lecturer in Law at Trinity Hall, of which he became a Fellow. From 1894 to 1901 he was Professor of Jurisprudence in University College, London, and since 1897 he has also been one of the Readers under the Council of Legal Education. He made several contributions to the literature of international law. The treatise published in 1904, under the modest description of "Notes on the doctrine of Renvoi in Private International Law," is a work of permanent value. For several years he had been engaged on the translation of works of foreign jurists for inclusion in the series of Classics of International Law, published under the auspices of the Carnegie Endowment for International Peace. Sir Eric Drummond invited him to a post in the legal section of the Secretariat of the League of Nations, where he was the only English representative, but he resigned after little more than 12 months' tenure of it.

## Companies.

### The National Provincial and Union Bank of England Ltd.

Lord Inchcape, presiding at the annual general meeting of this Bank, held 10th February at the Cannon Street Hotel, E.C., said that the net profit on the year's operations, including £630,858 brought forward from last year, was £3,393,372. It was proposed to appropriate £1,369,302 to a 16 per cent. dividend; £500,000 to reserve, £350,000 to pension fund £50,000 to contingencies, and to carry forward £824,070. The reserve fund at £8,878,041 was £431,375 short of the paid-up capital, but they hoped next year to bring it up to a figure which would equal it. The entire business of Coutts & Co. was now the property of this Bank, and the union had proved perfectly satisfactory. The Union Bank had contributed very largely to the profits, the amalgamation having worked admirably. During the year the Bank had taken over the Northamptonshire Union Bank, Ltd., Shilshon Coode & Co., of St. Austell, and Richards and Co., of Llangollen. They had also purchased 33,333 shares in the

Bank of British West Africa, Ltd., the association with which institution promised to add materially to the business. The French Auxiliaries continued to do well, and its business had again increased enormously.

Turning to general subjects, Lord Inchcape said we were now in the midst of a very difficult period of trade depression. Six years ago, soon after the outbreak of the war, he ventured to warn the shareholders that after so huge a conflict, involving so great a destruction of human life and of the wealth laboriously accumulated by generations of effort, together with the taxation which would be involved to meet the interest on the millions of war debt, there would necessarily be a period of acute stringency and stagnation. What killed the boom of a year ago was that nobody, whether he was a manufacturer or a customer, a government, a private employer, or a working man, seemed to bother about costs. People acted as though industry, railways and shipping could stand any wages, as though there were some bottomless purse out of which the State could make good the deficits on the railways and the mines and other controlled trades, and at the same time prosecute huge and costly schemes of social reform, and as though the credit resources of the country were illimitable, which hard facts proved they were not. For the time being, and perhaps for a little longer, the unsettling effects of the events of the past year would continue to show themselves in the great social calamity of unemployment, but beneath the distress and the depression of the moment he believed that forces were at work which before long would enable industrial activity to be resumed on a more chastened basis, and that the demand which was largely killed by high would be revived by low prices. "The question for us," his lordship added, "is whether we are going to make the same mistakes over again, or whether we are going to recognise the economic realities of a competitive world. Excessive profits snatched during a boom have always to be paid for later on. Excessive wages bring with them in the long run the penalty of industrial stoppage and unemployment. Of the many lessons to be learned from the experiences of the past year, these two, in my judgment, are just now particularly pertinent. We have all got to get back to a common denominator. For a country such as ours, a country that lives by exporting its goods to the ends of the earth and which cannot maintain its present population on any other basis, there is nothing more important than the cost of production. What with reduced hours of labour, restrictions on overtime and nightshift working, strikes (of which we have had some 300 since the Armistice), the curtailment by the trade unions of freedom of employment, their inordinant demands of all kinds, which will be of no real benefit to the men, their opposition to piecework and payment by results, their limitation of output and the absence among too many of their leaders of a practical co-operative spirit, it is impossible for British industry to keep down the costs of production and transport to a figure that will enable our manufacturers, merchants and shipowners to compete effectively with the rest of the

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'PHONE NO.: PARK ONE (40 LINES). TELEGRAMS: "WHITELEY, LONDON."

world, and to bring prices back to anything approaching normal conditions. The real value of wages to their recipients must be measured not by the nominal amount in paper which they receive, but by the purchasing power of their wages in goods. There is a disposition to avoid facing and stating facts, but I venture to say that in my humble opinion they have got to be faced. There is no manufacturer in the country who will close down his works if he can carry on and make both ends meet. He will only cease to produce when he finds the cost of production is greater than the market value of the goods he produces. I sincerely hope we may get over our present difficulties by a wise policy of give and take, and an appreciation of economic facts, and with good feeling on both sides."

Proceeding, Lord Inchcape said that one of the reasons why British industry was depressed was the absence of a Continental demand for British goods. The road to the restoration of the pound sterling lay through the revival of the receptive and productive power of the Continent and the procurement of conditions that would enable all the nations of Europe, allies and ex-enemies alike, to pay their way. It was a sound instinct, therefore, that was leading the British and French and Italian Governments, in conjunction with their principal financiers and traders, to consider how best they might help the Teutonic and Slavonic peoples on to their feet again. None the less, he believed that one of the best services we could render, not only to ourselves but to the whole world, was to put our own house in order and to show that Great Britain had the strength and self-denial and the sagacity to weather these anxious years of peace as triumphantly as she fought through the war. Industrial peace and the recognition of economic facts would never, in his opinion, be brought about by governmental action, but by individual employers and individual workmen and trade union leaders taking counsel together and approaching their common problems with a real desire to find a solution. There were, however, ways in which the Government could powerfully assist or very materially retard the progress of the nation towards convalescence. For instance, it could economise. With a debt of 8,000 millions round our necks, even if we were to get 2,000 millions from Germany in the next forty years, we could not afford to go in for a new heaven and a new earth in these islands if we were to keep solvent. We had to tax the people to the extent of 1,000 millions a year to pay our way, or five times as much as we taxed them before the war, and if we did not work and economise we should be bankrupt. The recovery and the future progress of our export trade, which was the keystone of our industrial arch, absolutely depended on the continuance of fiscal freedom. Already the plan had been adopted of protecting one industry—the dye industry. Other industries were wasting no time in putting in their claims for consideration, and before we knew where we were we might have a full blown tariff system, or what was perhaps even worse, a system of trading by licences and other bureaucratic indulgences established—in this country—a system which drove the commercial community almost crazy during the war. That way, he was convinced, lay stagnation, inefficiency and final decay.

In conclusion, Lord Inchcape said that the Bank's position never was stronger, its deposits never were higher, its customers never were more numerous, and it never had a more loyal and efficient staff than it had to-day. The directors looked forward to the future of the Bank with undiminished confidence.

## Legal News.

### Dissolution.

GORDON JOHNSON and LIONEL HENRY PEACOCK (S. W. Johnson & Son), Solicitors, 5, Gray's Inn-sq., London, 30th day of June, 1920. Such business will be carried on in the future by the said Lionel Henry Peacock.

GEORGE PEARSON and SAMUEL LAWRY USHER, Solicitors (G. Pearson and Usher), Bank Chambers, Baldwin-st., Bristol, 17th day of January, 1921; so far as regards the said Samuel Lawry Usher, who retires from the said firm. [Gazette, Feb. 11.]

### Appointments.

Mr. GEOFFREY HUGH METCALFE BARKER, Town Clerk of Buckingham, and Clerk to the Justices, Winslow Petty Sessional Division, has been appointed Coroner for the Winslow district. Mr. Barker was admitted in 1901.

### General.

Sir Lewis Coward's appointment as a Railway and Canal Commissioner in the place of Lord Terrington, resigned, was recently announced.

Dr. Waldo, the City Coroner, held inquests on the bodies of 159 persons last year. Of these 81 died from accidents, and 54 from natural causes.

The Folkestone magistrates have received an intimation from Sir John Charles Lewis Coward, K.C., that he is resigning his appointment as Recorder of Folkestone, a position he has held for 34 years.

The Roman Catholic Bishop of Nottingham, Dr. Dunn, issued a pastoral letter on the 7th inst. stating that mixed marriages between Catholics and non-Catholics are null and void in the eyes of the Church unless contracted in the presence of a priest. Until a recent period the Church recognised such marriages as valid, although illicit, but she does not do so now. The Bishops in England formerly had facility to grant a dispensation for mixed marriages, but they no longer had that power, the Church being anxious to discourage mixed marriages.

The *Times* correspondent at New York, in a message of 11th February, says: Mr. Harding, the President-elect, affirmed his complete approval of the idea of disarmament in a statement to a correspondent of the *Universal Service* yesterday. This is the first time since his election that Mr. Harding himself has given expression to his views on the disarmament question. He said:—"I will do everything that is becoming to bring about the co-operation of the United States in any scheme for world disarmament. I am unprepared at this time to detail the steps to be taken, but I unequivocally endorse the idea of bringing about a limitation of armaments or international disarmament in which all nations would play a part."

The statement has been persistently made in certain quarters, says *The Times*, that Sir Gordon Hewart, the Attorney-General, has decided to waive his claim to the Lord Chief Justiceship in succession to Lord Reading. The statement has not been made with the Attorney-General's authority, and it may be dismissed as altogether devoid of foundation. The office is not at present vacant, inasmuch as Lord Reading has not yet resigned, and the Attorney-General has not come, and will not come, to a premature decision on the matter. The origin of the statement may be found in the anxiety of the Prime Minister to retain Sir Gordon Hewart in the House of Commons and in the Government's disinclination for a by-election at Leicester.

"Open Court," in a letter of 10th February to *The Times*, says: "Wishing to hear a certain case in the King's Bench Division to-day, I went to the public gallery. The attendant denied me immediate admission to the court on the grounds (1) that the Judge was summing up and (2) that the gallery was full. I found that the latter reason was untrue, while the former was nullified by the fact that when I was at last granted admission the Judge was still summing up. Returning after the luncheon adjournment, I found a small crowd assembled before the locked doors at the top of the main staircase, and as the attendant did not condescend to open these doors until nearly 2.15, we all missed the first quarter hour of the proceedings in the various courts in which we were interested. When later on I wished to leave, I found that the doors of the court itself were locked against me, and it was several minutes before the attendant came to unlock them and release me. In the event of a fire in the court such incarceration might be extremely awkward, but, apart from that, such slackness on the part of the attendants at the Law Courts (which legal friends tell me is notorious) really amounts to a denial of the public's ancient right that justice shall be administered in open court."

The Norwich Ratepayers' Association and the Norwich Middle Classes Union have been in communication with the Ministry of Health regarding the Norwich rates of 32s. 2d. in the pound, which are partly due to a levy for doles to the unemployed, on conditions for which it is considered the guardians are not empowered to demand money. Mr. H. E. Humphris, Hon. Secretary of the Ratepayers' Association, says *The Times*, state that the Ministry, when asked for a pronouncement as to the validity of the levy, replied that they were not prepared to say now, but that the point could be raised at the audit later on. The two organizations in a further letter protesting against this delay state:—"Numerous of our less fortunately circumstanced citizens will, on the evidence before us, face ruin if the rate of 32s. 2d. is enforced; and your reply is, in effect, that they will have to face it, but that your auditor will inform us later if they were legally or illegally ruined." The point, they add, is surely as determinable to-day as six months hence. They ask for a reply by next Tuesday, and conclude: "Since demand notes are issued and summonses threatened, we are forwarding this communication to the Press, that citizens may know without further delay how the matter now stands."

In the case of *Rex v. Patrick McCluskey*, in the Court of Criminal Appeal (Mr. Justice Avory, Mr. Justice Sankey, and Mr. Justice Greer) on Monday, the appellant was convicted at the Liverpool City Sessions of obtaining money and valuable securities by false pretences, and had been sentenced to twelve months' imprisonment in the second division. He was also ordered to pay £10 towards the costs of the prosecution or in default to serve two months' further imprisonment. He appealed against the latter sentence of two months' imprisonment in default of his payment of the £10. Mr. Justice Avory, in announcing the decision of the court, said that they were of opinion that that part of the sentence relating to further imprisonment if default were made could not be justified. They were informed that the Director of Public Prosecutions, who had had the opportunity of considering the matter, did not propose to attempt to justify this alternative punishment. They were clearly of opinion that a mistake had been made in awarding it, for there was no power to award imprisonment in default of payment of costs. The order for payment of the £10 would stand, but that part of the sentence relating to further punishment if the amount were not paid would be quashed.

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## Court Papers.

### Supreme Court of Judicature.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON			
	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice EVE.	Mr. Justice PETERS.
Monday Feb. 21	Mr. Golschmidt	Mr. Borrer	Mr. Golschmidt	Mr. Church
Tuesday .....	22 Church	Bloxam	Church	Golschmidt
Wednesday .....	23 Borrer	Synge	Golschmidt	Church
Thursday .....	24 Bloxam	Jolly	Church	Golschmidt
Friday .....	25 Synge	Golschmidt	Church	Golschmidt
Saturday .....	26 Jolly	Church	Church	Golschmidt

  

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON			
	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice EVE.	Mr. Justice PETERS.
Monday Feb. 21	Mr. Golschmidt	Mr. Borrer	Mr. Golschmidt	Mr. Church
Tuesday .....	22 Church	Bloxam	Church	Golschmidt
Wednesday .....	23 Borrer	Synge	Golschmidt	Church
Thursday .....	24 Bloxam	Jolly	Church	Golschmidt
Friday .....	25 Synge	Golschmidt	Church	Golschmidt
Saturday .....	26 Jolly	Church	Church	Golschmidt

**VALUATIONS FOR INSURANCE.**—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM, STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known valuers and chattel auctioneers (established over 100 years), have a staff of expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac a speciality. —ADVT.]

## Winding-up Notices.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Feb. 8.

- RIVER PLATE ESTANCIA CO. LTD.**—Creditors are required, on or before Mar. 5, to send their names and addresses, and the particulars of their debts or claims, to Beaumont Taylor, 20, St. Ann's-sq., Manchester, liquidator.
- STUBBS, ALLBURY & CO. LTD.**—Creditors are required, on or before April 2, to send in their names and addresses, and the particulars of their debts or claims, to Mr. Parkin Stanley Booth and Mr. Arthur Hilton, 35, Exchange-chmbrs., 2, Bixteth-st., Liverpool, joint liquidators.
- ARLO-BELOIAN STORES LTD.**—Creditors are required, on or before Mar. 22, to send their names and addresses, and the particulars of their debts or claims, to Mr. James Fabian, 27, Clement's-ls., liquidator.
- WINTER & CO. LTD.**—Creditors are required, on or before Mar. 22, to send their names and addresses, and the particulars of their debts or claims, to Mr. James Fabian, 27, Clement's-ls., liquidator.
- SIGNET PICTURE SUPPLIES LTD.**—Creditors are required, on or before Mar. 7, to send in their names and addresses, with particulars of their debts or claims, to Edwin France, 23, King-st., Wigan, and James Rylands, 5, Carson-rd., Southport, liquidators.
- CAPROS DYE CO. LTD.**—Creditors are required, on or before Mar. 1, to send their names and addresses, and the particulars of their debts or claims, to Lewis Aspinall, 47, Talbot-rd., Blackpool, liquidator.
- MERLEO ENGINEERING CO. LTD.**—Creditors are required, on or before Mar. 9, to send their names and addresses, and the particulars of their debts or claims, to Ebenezer Henry Hawkins, 4, Charterhouse-sq., liquidator.
- ELTON & BROWN LTD.**—Creditors are required, on or before Mar. 5, to send their names and addresses, and the particulars of their debts or claims, to Herbert Arthur Southern, 14, Lichfield-st., Wolverhampton, liquidator.
- ELPHIN RUBBER CO. LTD.**—Creditors are required, on or before Mar. 31, to send their names and addresses, and particulars of their debts and claims, to John Edward Percival, 6, Old Jewry, liquidator.
- London Gazette.—FRIDAY, Feb. 11.
- QUEENSLAND INVESTMENT & LAND MORTGAGE CO. LTD.**—Creditors are required, on or before Mar. 25, to send their names and addresses, and the particulars of their debts or claims, to Nathaniel Spens and William Thomas Knight, 7, Union-st., Old Broad-st., liquidators.
- WASSAU (GOLD COAST) MINING CO. LTD.**—Creditors are required, on or before Mar. 30, to send their names and addresses, and the particulars of their debts or claims, to Mr. William Fredey Moore, 8, Old Jewry, E.C.2, liquidator.
- MENDOZA & SWAN LTD.**—Creditors are required, on or before Mar. 10, to send their names and addresses, and the particulars of their debts or claims, to H. W. Franklin, 30, Gerrard-st. W., liquidator.
- BUNE TRANSPORT SERVICES LTD.**—Creditors are required, on or before Mar. 12, to send their names and addresses, and particulars of their debts and claims, to Frederic William Davis, 28, Theobald's-rd., W.C., liquidator.
- ARAMATO FRANCES MEYER LTD.**—Creditors are required, on or before Mar. 31, to send in their names and addresses, with particulars of their debts or claims, to Henry Francis Ings, 148, Fenchurch-st., liquidator.

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Feb. 4.

- Roads Construction Co. Ltd.**  
**Salmon & Mathewman Ltd.**  
**E. Frewer & Sons Ltd.**  
**The Westminster & General Properties & Investment Co. Ltd.**  
**R. W. Rigg Ltd.**  
**Jamaica Hotels Ltd.**  
**Molnux Japanning Co. Ltd.**  
**Grainston Electric Supply Co. Ltd.**  
**Marion & Co. Ltd.**  
**A. Kershaw & Sons Ltd.**  
**Kershaw Optical Co. Ltd.**  
**Rajar Ltd.**  
**The Barrow-on-Soar Liberal Club Co. Ltd.**  
**Grovevener's Ltd.**
- Owen Davies Engineering Co. Ltd.**  
**Exhibitions & Carnivals Ltd.**  
**R. C. A. Kook Ltd.**  
**British Farina Mills Ltd.**  
**West County Caravans Ltd.**  
**Helm & Larson (London) Ltd.**  
**Steam Tug Conqueror Ltd.**  
**Moulson & Mellors Ltd.**  
**The King Asbestos (Rhodesia) Ltd.**  
**The Paget Prize Plate Co. Ltd.**  
**Rotary Photographic Co. (1917) Ltd.**  
**Marion & Foulger Ltd.**  
**McFarland Waterproof Smock Co. Ltd.**  
**Kristal Estate Co. Ltd.**  
**Richard Thynne & Co. Ltd.**

London Gazette.—TUESDAY, Feb. 8.

- Planudes Steamship Co. Ltd.**  
**Armitage & Crossland Ltd.**  
**Gilbert Garbe & Co. Ltd.**  
**S. Batchelor Ltd.**  
**Exeter Palladium Ltd.**  
**Trowbridge Palace Ltd.**  
**The Leyland Public Hall Co. Ltd.**  
**Victory Fastener Co. Ltd.**  
**The Royal Pavilion Hotel (Brighton) Ltd.**  
**Coal By-Products (Parent) Syndicate Ltd.**  
**Mendoza & Swan Ltd.**  
**Jessell, Hatfield & Co. Ltd.**  
**Tindall & Co. Ltd.**  
**Carr, Wild & Co. Ltd.**  
**The Tea Corporation Ltd.**
- British Casemakers Ltd.**  
**Croydon Art Metal Co. Ltd.**  
**Radstock Motor Co. Ltd.**  
**Yeovil Palaces Ltd.**  
**Salisbury Pictorial & Theatre Ltd.**  
**G. Dugdale Ltd.**  
**Gilbert Netherwood & Co. Ltd.**  
**Elphill Rubber Co. Ltd.**  
**Caprol Dye Co. Ltd.**  
**George Chisnell, Sons & Co. Ltd.**  
**Atlantic Patent Fuel Co. Ltd.**  
**W. K. & C. Peace Ltd.**  
**The Sheffield Scissors Razor & Tool Co. Ltd.**  
**Ye Olde Bell & Wardrobe Chambers Ltd.**  
**The Manx Silica Co. Ltd.**

London Gazette.—FRIDAY, Feb. 11.

- Rio Branco Development Co. Ltd.**  
**F. H. Mowbray Ltd.**  
**S. V. Newman & Co. Ltd.**  
**B. Chabauty Ltd.**  
**Nottingham & General Motor Haulage**  
**Clearing House & Engineering Works Ltd.**  
**Darby Mills Co. Ltd.**  
**Helsby Creamery Ltd.**  
**Meteor Motors Ltd.**  
**Newhaven Fisheries Ltd.**  
**S. V. Newman & Co. Ltd.**  
**Turner's Drug Stores Ltd.**  
**Kingston & Thrapleton Ltd.**  
**W. S. Nixon & Co. Ltd.**  
**New Diamond Colliery Co. Ltd.**  
**Herbert Plumpton Ltd.**  
**Hemmings & Co. (1920) Ltd.**  
**Thames Shipping Co. Ltd.**  
**Planington, Wood & Co. Ltd.**
- The American Freehold Land Mortgage Com. pany of London Ltd.**  
**The Cairo Motor Co. Ltd.**  
**Thornton's Smoke Consumer Ltd.**  
**James Booth & Sons Ltd.**  
**N. Pickering & Sons Ltd.**  
**Sakel Spinning Co. Ltd.**  
**The Dudley Opera House Co. Ltd.**  
**A. Thornbury & Co. Ltd.**  
**The United Film Service (Manchester) Ltd.**  
**J. R. Vero Ltd.**  
**Zinc-Oxide Manufacturing Co. Ltd.**  
**Pape's Keswick Coach & Motor Co. Ltd.**  
**The Imperial Co-operative Society Ltd.**  
**The Leek Theatre Co. Ltd.**  
**George Plumpton Ltd.**  
**Amalgamated Stampers Ltd.**  
**Thewlis, Griffith & Edclisten Ltd.**  
**Webbs Ltd.**

## Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

London Gazette.—FRIDAY, Feb. 4.

- ABBOTT, MARY ANN, Clacton-on-Sea.** Mar. 7. Charles E. White, Clacton-on-Sea.
- ADAMS, DOUGLAS, Westbourne-terrace.** Mar. 10. Wood, Nash & Co., Raymond-bldgs.
- BACK, REV. WALTER, York-mansions, Battersea.** Mar. 15. Marsden, Burnett, Faithfull & Davy, Henrietta-st., Cavendish-sq.
- BARNES-GORELL, ARTHUR GORELL, J.P., Bournemouth.** Feb. 28. Mooring, Aldridge and Haydon, Bournemouth.
- BIRD, CHARLES SOPHIA, Baracet, nr. Stratford-on-Avon.** Mar. 25. Lindus & Hortin, Trump-st., E.C.
- BLACKMORE, ELIZABETH ALLEN, St. Anne's-hill, Wandsworth.** Mar. 1. R. H. King & Co., 15 Aldersgate-st.
- BLENKARN, THOMAS EDWARD, Rock Ferry, Chester.** Mar. 24. Matthew Jones & Lamb, Liverpool.
- BOITEUX, WILLIAM, Mile End-rd., Estate Agent.** Mar. 14. A. G. Freeman & Son, 20, Copthall-ave.
- BOSWELL, JOHN, Bramham-grdms.** Mar. 1. Davies & Sons, Birchin-ls.
- BRADLEY, ELIZABETH, Tickhill, Yorks.** Mar. 25. Walker & Son, Bawtry.
- BURGESS, ELLEN, Brighton.** Feb. 16. O. L. Richardson, Executor, 231 Strand.
- CAMPBELL, HENRY OSBORNE, Bracknell, Berks.** Mar. 1. Few & Co., Surrey-st., W.C.
- CUTBURN, ELIZABETH FANNY, Deal.** Mar. 12. Leonard B. Watson, Deal.
- DAWSON, SMITH, Southport.** Mar. 12. A. J. Mawdsley, Southport.
- DICKINSON, CHARLES PRESTON, Coffeyville, Montgomery, Kansas.** Mar. 1. Holmes, Son & Folt, Chapel-hs., New Broad-st.
- DOHSE, CHARLES FACY, Enfield.** Mar. 15. Hore, Pattison & Bathurst, 48, Lincoln's Inn-fields.
- FABER, THE RIGHT HONOURABLE EDMUND BECKETT BARON, Leeds.** Mar. 14. Greenfield & Cracknell, Clement's-ls.
- FIELDSEND, JOHN COLLINGWOOD, Sixhills-walk, Lincoln.** Mar. 5. A. A. Padley, Market Rasen, Lincs.
- FLETCHER, WILLIAM, Hythe, Kent.** Mar. 12. Brockbank, Helder & Ormrod, Whitehaven.
- GARNETT, ANN, Thackley, Bradford.** Feb. 28. Watson, Son & Smith, Bradford.
- GREENFIELD, FRANCES CHARLES, Half Moon-st., Piccadilly.** Mar. 14. Greenfield & Cracknell, Clement's-ls.
- HALES, FRANCES MARY, Bath.** Mar. 18. Eyles & Whitty, Bath.
- HARRISON, ROBERT, Newcastle-upon-Tyne.** Mar. 13. Ingledew & Fenwick, Newcastle-upon-Tyne.
- HEKLY, WILLIAM, Church Stretton, Salop.** Mar. 7. Henry Lee, Bygott & Eccleston, Whitechurch, Salop.
- HOLLIST, CHARLES BARNETT, Reigate.** Mar. 4. Grece & Patten, Redhill.
- JACKSON, WILLIAM OLIVER, Chelsea.** Mar. 10. Margette, Jenkins & Hornby, 370, Old-st., E.C.
- JENKIN, THOMAS CHELLEW, Gauden-rd., Clapham.** Mar. 7. Donald McMillan & Mott, Clement's-ls., E.C.
- KEARSEY, HENRY JOHN, Baring-st., Islington, Licensed Victualler.** Mar. 6. Hanbury, Whitting & Ingle, 62, New Broad-st.
- MADBOTT, FRANK KILNER, Southport.** Mar. 7. Risque & Robson, Manchester.
- MEYERS, BARNETT, Bermondsey-st.** Mar. 2. Ernest Salaman & Co., 62, London Wall.
- MORLEY, ALICE, Folkestone.** Mar. 19. Frederic Hall, Folkestone.
- MURDO, GEORGE, Dover, Bulker.** Mar. 8. Stilwell & Harby, Dover.
- NORTON, THOMAS, Ratley Grange, Warwick, Bulker.** April 1. Apin, Hunt & Co., Banbury.
- PAIN, RACHAEL MRS., Cadogan-pl., S.W.** Mar. 17. Baileys, Shaw & Gillett, 5, Berners-st., W.
- PARKER, CATHERINE GEORGIANA, Kelso, Roxburgh.** Mar. 1. Faithfull, Owen, Blair & Wright, Victoria-st.
- PARKINSON, FRANCES, East Ravendale, Lincoln.** Mar. 1. Booth & Co., Leeds.
- SPRINGS, WILLIAM HENRY, Folkestone.** Mar. 18. Frederic Hall, Folkestone.
- STUBBS, WILLIAM WALTER, Oxford.** Mar. 5. Tyrrwhitt & Marshall, Oxford.
- TOZER, ARTHUR ROBERT, Teddington.** Mar. 7. Albert G. Berry, 149, Cheapside.
- TURNER, JOSEPH, Westholme Rodley, Yorks.** Mar. 4. Wm. Roberts Wilson, Leeds.
- VOSPER, JOHN, Devonport, Plymouth.** Mar. 4. Albert Gard & Co., Devonport.
- WALTON, JOHN, Darlington, Timber Merchant.** Mar. 5. J. F. Latimer, Darlington.
- WESTON, SIDNEY LAMBERT, Hythe.** Mar. 19. Frederic Hall, Folkestone.

London Gazette.—TUESDAY, Feb. 8.

- ANDERSON, WALTER, Exmouth.** Mar. 8. T. H. & T. Dodd, Preston.
- BARBER, FRANK, Barnsgate.** Mar. 21. Claudius Geo. Alcar, Martin-ls.
- BICKERS, EVA, Bethnal Green.** Mar. 20. Graham, Son & Drewry, 8, Hanover-sq., W.
- BENNETT, CHARLES, Paull, Yorks, Farmer.** Mar. 1. Park & Son, Hull.
- BIGGS, MARY EMMA, North Shields.** Mar. 20. Whitehorn & Dodds, North Shields.

BOWEN, MARY ANN, Hereford. Mar. 16. Humphys & Symonds, Hereford.  
 BRAY, REV. WILLIAM HENRY, Southsea. Mar. 23. Hepburn, Son & Cutcliffe, Bird in Hand-cl., Chislehurst.  
 BROOKS, WILLIAM, Staplehurst, Kent. Feb. 28. Beckingsale, Greenwood, Tucker & Cross, 34, Cophall-av.  
 BRUCKSHAW, WILLIAM, Romley, Chester. Feb. 28. Hervey Smith & Sons, Hyde.  
 BURROWS, JOSEPH RICHARD, Hatcham, Kent, Cooper. Mar. 21. Claudius Geo. Algar, 22, Martin-la.  
 BUSH, MRS. JEANETTE, Blackheath. Mar. 10. Stephenson, Harwood & Tatham, 16, Old Broad-st.  
 CLARKE, MARY, Rhuddlan, Flint. Mar. 1. Field & Sons, Liverpool.  
 COOKE, WILLIAM HENRY, Sutton, Surrey, Barrister-at-Law. April 1. A. W. Dennes, 24, South Molton-st.  
 CUNNINGHAM, WILLIAM DOVETON, Charing Cross-rd. Mar. 14. Cunningham & Co., 87, Charing Cross-rd.  
 DE VRIES, HERMAN, Gresham-st. Mar. 22. Michael Abrahams, Sons & Co., 6, Austin Friars.  
 ELLISTON, JAMES FYFE, Bolton, Theatrical Manager. Mar. 22. Fielding & Fernhough, Bolton.  
 FOX, GEORGE, Banbury. Mar. 12. Apdin, Hunt & Co., Banbury.  
 GAY, ALFRED, Devonport, Accountant. Mar. 10. J. A. Pearce, Devonport.  
 GROUSE, LOUIS LEOPOLD, Islington. Mar. 12. Hunter & Haynes, 9, New-sq.  
 GUTIERREZ, ISIDORE ALFRED RAYMOND, Leicester. Mar. 8. J. M. Storer, 252, High Holborn.  
 HARRIS, WILLIAM THOMAS, Upper Thames-st. Mar. 7. G. D. Freeman & Son, 23, Bedford-row.  
 HICKS, ISABEL SARAH, West Green, Middx. Mar. 11. H. P. Russell, Bexley Heath.

HIVE, ALICE MARY, South Brent, Devon. Feb. 28. Tucker & Son, Ashburton, Devon.  
 HODGSON, MARY, Aldingbourne, Sussex. Mar. 11. Wootton & Co., West Kirby, Cheshire.  
 HORNER, MERCY, Morecambe. Mar. 3. Watson, Son & Smith, Bradford.  
 HOROBISH, FREDERICK, Burton-upon-Trent, Furniture Dealer. Mar. 10. R. W. Skinner, Burton-upon-Trent.  
 KINSSELLA, MARGARET, Ruthin, Denbigh. Feb. 24. Johnson & Brundrit, Ruthin.  
 LACON, LAURA LOUISA, Bath. Mar. 15. Blount, Lynch & Co., West Kirby, Cheshire.  
 LEADBITTER, CAROLINE, Sunderland. Mar. 3. Wright & Son, Sunderland.  
 MACKRAY, WILLIAM HENDERSON, Klang, Federated Malay States, Civil Servant. Mar. 15. Charles Bonnet, 20, Bucklersbury.  
 MAITLAND, CAPT. ALEX. RIDER FULLER, Hove. Mar. 15. Stuckey, Pope & Carr, Brighton.  
 MALPASS, MARY ANN, Blackpool. Mar. 25. Sharpe Waterhouse, Blackpool.  
 MEARES, MARY, Alverstoke, Hants. Mar. 21. Finch, Jennings & Tree, 2, Gray's Inn-sq.  
 MILLS, MARTHA, Ludlow, Salop. April 1. Slater & Co., Darlaston, nr. Wednesbury.  
 NICHOLS, SARAH, Alerton, Bradford. Mar. 8. Herbert J. Jeffery & Son, Bradford.  
 OLIVER, ALFRED EDWIN, St. Charles-sq., North Kensington. Mar. 4. Chas. E. Roberts & Boyce, 165, Ladbroke-grove, W.  
 OLIVER, MARY, Farnham, Surrey. Mar. 9. Meynell & Pemberton, 30, Old Queen-st., S.W.1.  
 PEARLE, JAMES, Cardiff, Night Watchman. Mar. 8. B. Edwards James, Merthyr Tydfil.  
 PRICE, RICHARD BENBOW, Weston, Bath. Engineer. Mar. 5. J. S. Carpenter, Bath.  
 RUTHERFORD, WILLIAM, Newchurch, Isle of Wight. Mar. 5. Buckell & Drew, Newport.  
 SOLOMONS, LEWIS ABRAHAM, Queen Victoria-st., Furniture Dealer. Mar. 22. Wrenstead, Hind & Roberts, 63, Queen Victoria-st.  
 STOCKLEY, HANNAH, Ascot, Berks. Mar. 2. Thos. Hy. Hinchcliffe, Manchester.  
 SWINDELLS, JAMES, Romsey, Chester. Feb. 28. Hervey Smith & Sons, Hyde.  
 TOWNSEND, HARRIET, New Milton, Hants. Mar. 8. Herbert J. Jeffery & Son, Bradford.  
 WEATHERBURN, JOHN THOMAS, Ilford, Essex. Mar. 25. W. R. Wood, 33, Chancery-la.  
 YATES, JAMES, Abinger, Chester. Veterinary Surgeon. Mar. 25. Ellis & Ellis, Burslem.

## Bankruptcy Notices.

London Gazette.—FRIDAY, Feb. 4.

### RECEIVING ORDERS.

ADAMS, ERNEST CHARLES, Fulham, Engineer. High Court. Pet. Jan. 4. Ord. Feb. 1.  
 ARCHER, GILBERT ATHOL, Walsall, Iron and Steel Merchant. Walsall. Pet. Feb. 1. Ord. Feb. 1.  
 BARTLE, ANTHONY, Gainsborough, Draper. Lincoln. Pet. Jan. 31. Ord. Jan. 31.  
 BENNETT, CHARLES STANLEY, Chislewick, Watchmaker. High Court. Pet. Feb. 1. Ord. Feb. 1.  
 BIRDS, THOMAS ARTHUR, Armlay, Leeds, and THREWLES, LEWIS, Bramley, Leeds, Motor Engineers. Leeds. Pet. Jan. 31. Ord. Jan. 31.  
 BOORMAN, WILLIAM, Folkestone, Furniture Dealer. Canterbury. Pet. Jan. 31. Ord. Jan. 31.  
 BOULTON, GEORGE WILLIAM, Shelton, Stoke-on-Trent, Draper. Hanley. Pet. Jan. 19. Ord. Feb. 1.  
 BROWN, JOHN MILLAN, Bristol, Linen Draper. Bristol. Pet. Feb. 2. Ord. Feb. 2.  
 BRUNNER, EDWARD, Urmston, Lancs, Silk Finisher. Salford. Pet. Feb. 1. Ord. Feb. 1.  
 BUTTON, JULIE FRANCES, Nottingham, Blouse Specialist. Nottingham. Pet. Jan. 31. Ord. Jan. 31.  
 CANN, JOHN (Junior), Leicester. Leicester. Pet. Feb. 2. Ord. Feb. 2.  
 CHRISTIE, JAMES, Tottenham Court-rd. High Court. Pet. July 6. Ord. Feb. 1.  
 CROSBLEY, FRANK, Cheetham, Manchester, Bricklayer. Manchester. Pet. Nov. 29. Ord. Jan. 31.  
 CROWTHER, CHARLES, Oldham, Cop Packer. Oldham. Pet. Jan. 29. Ord. Jan. 29.  
 FLETCHER, ALICE, Bury, Lancs, School Teacher. Bolton. Pet. Jan. 31. Ord. Jan. 31.  
 GOTTSCHALK, LAONEL, West Hampstead, Artist. High Court. Pet. Jan. 6. Ord. Feb. 2.  
 HARRIES, BENJAMIN JOHN, Narberth North, Pembrokeshire, Farmer. Haverfordwest. Pet. Feb. 1. Ord. Feb. 1.  
 HATLEY, ROBERT ERNEST, Portsmouth, and JONES, HARRY BERNARD, Portsmouth, Confectioners. Portsmouth. Pet. Jan. 21. Ord. Jan. 21.  
 HERSCHBORN, FREDERICK, Great Tower-st. High Court. Pet. Jan. 14. Ord. Feb. 2.  
 HOOKE, DAVID B., Upper Thames-st., India Rubber Manufacturers. High Court. Pet. Oct. 4. Ord. Feb. 2.  
 KINGHAM, HARRY JOHN, the Elder, Woolwich, Blacksmith, Greenwich. Pet. Jan. 31. Ord. Jan. 31.  
 MADDOX, ERNEST LONG, Westcliff-on-Sea, Private Enquiry Agent. Chelmsford. Pet. Jan. 4. Ord. Jan. 31.  
 MORGAN, GEORGE, Salford, Carrier. Salford. Pet. Feb. 1. Ord. Feb. 1.  
 MORRIS, JAMES, Llanhilleth, Mon., Boot Dealer. Newport (Mon.). Pet. Jan. 10. Ord. Jan. 28.  
 ROBERTS, HENRY BERTRAND, Swansea, Fish and Chip Caterer. Swansea. Pet. Feb. 1. Ord. Feb. 1.  
 ROSE, JOSEPH MARK, Newport (Mon.), General Dealer. Newport (Mon.). Pet. Feb. 1. Ord. Feb. 1.  
 RUSSELL, JOHN WOOF, Southampton, Motor Dealer. Liverpool. Pet. Jan. 13. Ord. Feb. 1.  
 SITDOWN, GEORGE NELSON, Coalville, Leicester, Fruiterer. Burton-on-Trent. Pet. Jan. 13. Ord. Feb. 2.  
 SLEIGHTHOLM, LAURA, Cropton, near Pickering, Scarborough. Pet. Feb. 2. Ord. Feb. 2.  
 SMITH, CHARLES, Darnall, Sheffield, Fruiterer. Sheffield. Pet. Feb. 1. Ord. Feb. 1.  
 SUTTON, LEONARD JOHN, Norwich, Confectioner. Norwich. Pet. Jan. 14. Ord. Feb. 2.  
 SWAIN, LILIAN, Leigh-on-Sea, Fancy Goods Dealer. Chelmsford. Pet. Dec. 23. Ord. Jan. 31.  
 TAYLOR, ROBERT, Ardwick, Manchester, Manufacturer. Manchester. Pet. Jan. 2. Ord. Jan. 31.  
 THOMPSON, REGINALD ROWLAND, Great Missenden, Bucks, Gardener. Aylesbury. Pet. Jan. 31. Ord. Jan. 31.  
 WADHAM, PERCY, Bournemouth, Draper. Poole. Pet. Jan. 13. Ord. Jan. 31.  
 WALSH, JOHN, and SCHOFIELD, HARRY, Blackburn, Motor Body Builders. Blackburn. Pet. Feb. 1. Ord. Feb. 1.  
 WARREN, B., Ropley, Hants, Poulterer. Winchester. Pet. Jan. 20. Ord. Feb. 2.  
 WHITFIELD, ALBERT LESLIE, Mansfield, Notts, Fruit Merchant. Nottingham. Pet. Feb. 1. Ord. Feb. 1.  
 WURTH, HELEN, Handsworth, Birmingham. Wolverhampton. Pet. Jan. 31. Ord. Jan. 31.

Amended Notice substituted for that published in the London Gazette of Jan. 25, 1921.  
 WALL, WALTER GEORGE, and LLOYD, DAVID HILTON, Liverpool, Stock and Share Brokers. Liverpool. Pet. Jan. 11. Ord. Jan. 25.

### FIRST MEETINGS.

ADAMS, ERNEST CHARLES, Fulham, Engineer. High Court. Feb. 14 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.  
 ALPLATT, GEORGE EDWARD, Newark-on-Trent, Domestic Woodware Specialist. Nottingham. Feb. 14 at 11.30. Off. Rec., 4, Castle-pl., Nottingham.  
 BENNETT, CHARLES STANLEY, Chislewick, Watchmaker. High Court. Feb. 15 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.  
 BROWN, JOHN MILLAN, St. George, Bristol, Linen Draper. Bristol. Feb. 16 at 12.30. Off. Rec., 26, Baldwin-st., Bristol.  
 CHRISTIE, JAMES, Francis-st., Tottenham Court-rd. High Court. Feb. 14 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.  
 CORLETT, JAMES ERNEST, Folkestone, Ladies' Tailor. Canterbury. Feb. 11 at 11. Off. Rec., 68A, Castle-st., Canterbury.  
 EVANS, WALLACE, Aberavon, House Furnisher. Neath. Feb. 12 at 11. Off. Rec., Government-bldgs., St. Mary's-st., Swansea.  
 GLADWIN, JOHN WILLIAM, Sheffield, Electrical Engineer. Sheffield. Feb. 11 at 12. Off. Rec., Figtrees-lane, Sheffield.  
 HAMILTON, CHARLES HENRY, Sunderland, Painter. Sunderland. Feb. 14 at 3. Off. Rec., 3, Manor-pl., Sunderland.  
 HATLEY, ROBERT ERNEST, and JONES, HARRY BERNARD, Portsmouth, Confectioners. Portsmouth. Feb. 14 at 12. Off. Rec., Cambridge Junction, High-st., Portsmouth.  
 HILL, JOHN THOMAS, St. Ives, Cornwall, Wholesale Fish Merchant. Truro. Feb. 17 at 12. Off. Rec., 12, Princes-st., Truro.  
 JOHN, BELLA, Neath, Draper. Neath. Feb. 11 at 11.30. Off. Rec., Government-bldgs., St. Mary's-st., Swansea.  
 KINGHAM (Senior), HARRY JOHN, Woolwich, Blacksmith. Greenwich. Feb. 11 at 12.30, 152, York-rd., Westminster Bridge-rd.  
 LAWRENCE, AMBERY, Durrington, Wilts, Butcher. Salisbury. Feb. 11 at 3. Off. Rec., City-chambers, Catherine-st., Salisbury.  
 PARRY, JOHN, Broughton, near Wrexham, Chip Potato Vendor. Wrexham. Feb. 11 at 2.30. Office of Messrs. Hooson & Hughes, County Court Buildings, Egerton-st., Wrexham.  
 PEARCE, EDWARD HENRY, Knowle, Bristol, Dairyman. Bristol. Feb. 16 at 11.30. Off. Rec., 26, Baldwin-st., Bristol.  
 PLOWRIGHT, MARK MELBOURNE, Monkwearmouth, Sunderland, Grocer. Sunderland. Feb. 15 at 2.30. Off. Rec., 3, Manor-pl., Sunderland.  
 SHAW, SARAH JANE, Ashton-under-Lyne, Chip Potato Dealer. Ashton-under-Lyne. Feb. 14 at 3. Off. Rec., Byton-st., Manchester.  
 SLEIGHTHOLM, JORY RICHARD, Cropton, near Pickering, Farmer. Scarborough. Feb. 11 at 3.30. Off. Rec., 48, Westborough, Scarborough.  
 SLEIGHTHOLM, LAURA, Cropton, near Pickering, Scarborough. Feb. 11 at 4. Off. Rec., 48, Westborough, Scarborough.  
 WADHAM, PERCY, Bournemouth, Draper. Poole. Feb. 15 at 2. Law Court, Stafford-rd., Bournemouth.  
 WATERFIELD, ERNEST, Doncaster, Boot Repairer. Sheffield. Feb. 11 at 12.30. Off. Rec., Figtrees-lane, Sheffield.  
 WATSON, EVELYN, Hendon, Sunderland, General Dealer. Sunderland. Feb. 14 at 2.30. Off. Rec., 3, Manor-pl., Sunderland.  
 WILLIAMS, WILLIAM SCOTT, Wimborne, Dorset. Poole. Feb. 15 at 1.30. Law Courts, Stafford-rd., Bournemouth.

### ADJUDICATIONS.

ARCHER, GILBERT ATHOL, Walsall, Iron and Steel Merchant. Walsall. Pet. Feb. 1. Ord. Feb. 1.  
 AUSTIN, HENRY, Worcester, Wheelwright. Worcester. Pet. Jan. 14. Ord. Jan. 29.  
 BARTLE, ANTHONY, Gainsborough, Draper. Lincoln. Pet. Jan. 31. Ord. Jan. 31.  
 BIRDS, THOMAS ARTHUR, and THREWLES, LEWIS, Bramley, Leeds, Motor Engineers. Leeds. Pet. Jan. 31. Ord. Jan. 31.  
 BOYERO, STANLEY, Brewer-st., W., Manufacturing Jeweller. High Court. Pet. Dec. 7. Ord. Feb. 1.

BOORMAN, WILLIAM, Folkestone, Furniture Dealer. Canterbury. Pet. Jan. 31. Ord. Jan. 31.  
 BROWN, JOHN MILLAN, St. George, Bristol, Linen Draper. Bristol. Pet. Feb. 2. Ord. Feb. 2.  
 BRUNNER, EDWARD, Urmston, Lancs, Silk Finisher. Salford. Pet. Feb. 1. Ord. Feb. 1.  
 BUTTON, JULIE FRANCES, Nottingham, Blouse Specialist. Nottingham. Pet. Jan. 31. Ord. Jan. 31.  
 CANN, JOHN (Jun.), Leicester, Commercial Traveller. Leicester. Pet. Feb. 2. Ord. Feb. 2.  
 CROWTHER, CHARLES, Oldham, Cop Packer. Oldham. Pet. Jan. 29. Ord. Jan. 29.  
 DODD, J. FREEMAN, Gt. Poulteney-st., W. High Court. Pet. Dec. 2. Ord. Feb. 1.  
 FISHER, MORRIS, Lower Marsh, Lambeth, Grocer. High Court. Pet. Dec. 22. Ord. Feb. 1.  
 FLETCHER, ALICE, Bury, School Teacher. Bolton. Pet. Jan. 31. Ord. Jan. 31.  
 HARRIES, BENJAMIN JOHN, Narberth North, Pembrokeshire, Farmer. Haverfordwest. Pet. Feb. 1. Ord. Feb. 1.  
 HATLEY, ROBERT ERNEST, Portsmouth, and JONES, HARRY BERNARD, Portsmouth, Confectioners. Portsmouth. Pet. Jan. 21. Ord. Jan. 21.  
 HILLYARD, JOSEPH, Lewisham, Kent, Fruiterer. High Court. Pet. Dec. 7. Ord. Jan. 29.  
 HOCHBERG, MORIS, Torrington-sq., W. High Court. Pet. Sept. 7. Ord. Jan. 29.  
 HOVEY-KING, ALVIN, Hamilton-news, Park-lane. High Court. Pet. June 24. Ord. Feb. 2.  
 JACOBS, JOHN ALFRED, Winterwell-rd., Brixton-hill, Commercial Traveller. High Court. Pet. Dec. 22. Ord. Jan. 29.  
 LOCK, HERBERT JAMES, Marwood, Devon, Farmer. Barnstaple. Pet. Jan. 5. Ord. Feb. 1.  
 MORRIS, JAMES, Llanhilleth, Mon., Boot Dealer. Newport (Mon.). Pet. Jan. 19. Ord. Jan. 29.  
 ROBERTS, ARTHUR, Derby, Motor Cycle Agent. Derby. Pet. Jan. 1. Ord. Jan. 28.  
 ROBERTS, HENRY BERTRAND, Swansea, Fish and Chip Caterer. Swansea. Pet. Feb. 1. Ord. Feb. 1.  
 ROSE, JOSEPH MARK, Newport, Mon., General Dealer. Newport (Mon.). Pet. Feb. 1. Ord. Feb. 1.  
 ROSENTHAL, CALVERT SAMUEL, Pottery, General Merchant. High Court. Pet. Dec. 20. Ord. Jan. 31.  
 SLEIGHTHOLM, LAURA, Cropton, near Pickering, Scarborough. Pet. Feb. 2. Ord. Feb. 2.  
 SLOAN, THOMAS, Liverpool. Liverpool. Pet. Jan. 11. Ord. Feb. 1.  
 SMITH, CHARLES, Darnall, Sheffield, Fruiterer. Sheffield. Pet. Feb. 1. Ord. Feb. 1.  
 TAYLOR, ROBERT, Ardwick, Manchester, Bacon Smoker. Manchester. Pet. Jan. 31. Ord. Jan. 31.  
 THOMPSON, REGINALD ROWLAND, Great Missenden, Bucks, Gardener. Aylesbury. Pet. Jan. 31. Ord. Jan. 31.  
 VAN DIGGELEN, LEONARD EDWARD, West Kensington. High Court. Pet. Aug. 11. Ord. Jan. 31.  
 WADHAM, PERCY, Bournemouth, Draper. Poole. Pet. Jan. 13. Ord. Feb. 2.  
 WALSH, JOHN, and SCHOFIELD, HARRY, Oswaldtwistle, Motor Body Builders. Blackburn. Pet. Feb. 1. Ord. Feb. 1.  
 WHITFIELD, ALBERT LESLIE, Mansfield, Nottingham, Fruit Merchant. Nottingham. Pet. Feb. 1. Ord. Feb. 1.  
 WURTH, HELEN, Handsworth, Birmingham. Wolverhampton. Pet. Jan. 31. Ord. Jan. 31.  
 Amended Notice substituted for that published in the London Gazette of Jan. 25, 1921.  
 RUSSELL, REGINALD ARTHUR RUTTER, Merton Park, Surrey. Croydon. Pet. Feb. 26. Ord. Jan. 29.

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